

भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० 39] नई दिल्ली, शनिवार, सितम्बर, 26, 1970/अश्विन 4, 1892

No. 39] NEW DELHI, SATURDAY, SEPTEMBER 26, 1970/ASVINA 4, 1892

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके ।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएं ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

CABINET SECRETARIAT

(Department of Personnel)

New Delhi, the 10th September 1970

S.O. 3127.—In exercise of the powers conferred by sub-section (1) of section 492 of the Code of Criminal Procedure, 1898 (5 of 1898), the Central Government hereby appoints Shri P. R. Namjoshi, Advocate of Bombay as Public Prosecutor to conduct the prosecution case relating to State versus A. V. Damie and others (R.C. 15/67-Bombay), in trial, appellate and revisional courts.

[No. 225/32/70-AVD(II).]

मंत्रिमंडल सचिवालय

(कानूनी विभाग)

नई दिल्ली, 10 सितम्बर, 1970

क्र०आ० 3127.—खण्ड प्रक्रिया संहिता 1898 (1898 का 5) की धारा 492 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री पी० आर० नामजोशी

(4245)

अधिवक्ता, बम्बई को राज्य बनाम ए० बी० दामले (आर० सी० 15/67-बम्बई) के मामले में, मूल, अपील व पुनरीक्षण न्यायालयों में अभियोजन चलाने हेतु लोक अभियोजक नियुक्त करती है।

[सं० 225/32/70-ए बी डी-2.]

New Delhi, the 17th September 1970

S.O. 3128.—In exercise of the powers conferred by sub-section (1) of section 492 of the Code of Criminal Procedure, 1898 (Act. 5 of 1898), the Central Government hereby appoints Sarvashri P. P. Khambatta and Vijay R. Desai, Advocates of the Bombay High Court, as Public Prosecutors on behalf of the Central Bureau of Investigation as interveners in Criminal reference No. 25/70 in the High Court of Maharashtra.

[No. 225/26/70-AVD. II.]

B. C. VANJANI, Under Secy.

नई दिल्ली, 17 सितम्बर, 1970

क्रा० प्र० 3128—दण्ड प्रक्रिया संहिता, 1898 (1898 का 5) की धारा 492 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा सर्वश्री पी० पी० खम्बट्टा और विजय आर० देसाई, बम्बई उच्च न्यायालय के अधिवक्ताओं को केन्द्रीय अन्वेषण ब्यूरो की ओर से जो मध्यक्षेपी के रूप में है, महाराष्ट्र उच्च न्यायालय में दण्डिक निर्देश संख्या 25/70 में लोक अभियोजक नियुक्त करती है।

[संख्या 225/26/70-ए० बी० डी०-2]

बी० सी० वन्जानी, अव० सचिव।

(Department of Personnel)

New Delhi, the 17th September 1970

S.O. 3129.—In exercise of the powers conferred by proviso to article 309 and clause (5) of article 148 of the Constitution and in consultation with the Comptroller and Auditor-General of India in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Central Civil Services (Conduct) Rules, 1964, namely:—

1. (1) These rules may be called the Central Civil Services (Conduct) Fourth Amendment Rules, 1970.
- (2) They shall come into force on the date of their publication in the Official Gazette.

2. In sub-rule (5) of rule 18 of the Central Civil Services (Conduct) Rules, 1964, for the words "Ministry of Home Affairs" the words and brackets "Cabinet Secretariat (Department of Personnel)" shall be substituted.

[No. 25/33/70-Esta (A).]

P. S. VENKATESWARAN, Under Secy.

(कार्मिक विभाग)

नई दिल्ली, 17 सितम्बर, 1970

क्रा० प्र० 3129—संविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय सम्परीक्षा और लेखा विभाग में काम कर रहे व्यक्तियों के सम्बन्ध में भारत के नियंत्रक और महालेखा परीक्षक

के परामर्श से राष्ट्रपति, केन्द्रीय सिविल सेवा (आचरण) नियम, 1964, में और आगे संशोधन करने के लिए एतद्द्वारा निम्नलिखित नियम बनाते हैं, अर्थात्:—

1. (1) ये नियम केन्द्रीय सिविल सेवा (आचरण) चतुर्थ संशोधन नियम, 1970 कहें जा सकेंगे ।

(2) ये शासकीय राजपत्र में अपने प्रकाशन की तारीख को प्रवृत्त होंगे ।

2. केन्द्रीय सिविल सेवा (आचरण) नियम, 1944 के नियम 18 के उपनियम (5) में "गृह मंत्रालय" शब्दों के स्थान पर "मंत्रिमंडल सचिवालय (कार्मिक विभाग)" शब्द और कोष्ठक प्रतिस्थापित किए जाएंगे ।

[सं० 25/33/70-स्थापना (क)]

पी० एस० वेंकटेश्वरन, अवर सचिव ।

MINISTRY OF LAW (Legislative Department)

New Delhi, the 5th September 1970

S.O. 3130.—In exercise of the powers conferred by sub-section (1) of section 21 of the Wakf Act, 1954 (29 of 1954), read with the Notification of the Government of India in the Ministry of Law (Legislative Department) No. 4(3)/67-Wakf, dated the 19th July, 1967, issued under sub-section (1) of section 72 of the Punjab Reorganisation Act, 1966 (31 of 1966), and in consultation with the Punjab Wakf Board as provided in the Punjab Wakf Board's Resolution No 11, dated the 30th August, 1970, the Central Government hereby appoints temporarily Shri Ghazanfar Ali Khan, Property Officer in the Punjab Wakf Board as acting Secretary to the Punjab Wakf Board with effect from the 1st September, 1970 and until further orders.

2. Shri Ghazanfar Ali Khan will continue to draw his pay and all other allowances of his permanent post and will be paid one hundred rupees only per month for the additional work as Secretary.

[No. 4(3)/67-Waqf.]

E. VENKATESWARAN, Dy Secy.

विधि मंत्रालय

(विधायी विभाग)

नई दिल्ली, 5 सितम्बर, 1970

एस० ओ० 3130.—पंजाब पुनर्गठन अधिनियम, 1966 (1966 का 31) की धारा 72 की उप-धारा (1) के अधीन जारी की गई विधि मंत्रालय (विधायी विभाग) में भारत सरकार की अधिसूचना सं० 4(3)/67-वक्फ, दिनांक 19 जुलाई, 1967, के साथ पठित, वक्फ अधिनियम, 1954 (1954 का 29) की धारा 21 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और पंजाब वक्फ बोर्ड के दिनांक 30-8-70 के संकल्प सं० 11 के यथोपबंधित पंजाब वक्फ बोर्ड से परामर्श करके, केन्द्रीय सरकार, एतद्द्वारा पंजाब वक्फ बोर्ड में संपत्ति अधिकारी श्री गजनफर अली खां को 1 सितम्बर, 1970 से आगे आदेश होने तक पंजाब वक्फ बोर्ड का कार्यवाहक सचिव नियुक्त करती है ।

2—श्री गजनकर अली खां अपने स्थायी पदका वेतन तथा भत्ते पाते रहेंगे तथा उन्हें सचिव के अतिरिक्त कार्यभार के लिए सौ रुपए मात्र प्रति माह दिया जायेगा।

[सं० 4(3)–/67/वक्फ]

ई० वेंकटेश्वरन, उप-सचिव।

MINISTRY OF HOME AFFAIRS

New Delhi, the 18th September 1970

S.O. 3131.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the (National Fire Service College) Class III and IV Recruitment Rules, 1957, namely:—

1. (i) These rules may be called the National Fire Service College, Class III and IV (Recruitment) (Amendment) Rules, 1970.

(ii) They shall come into force on the date of their publication in the Official Gazette.

2. In the Schedule to the National Fire Service College, Class III and IV, Recruitment Rules, 1957, after the existing entry relating to Serial No. 3, in column 10, the following Note shall be inserted, namely:—

NOTE:

(i) Ten per cent of the vacancies of Lower Division Clerks occurring during a calendar year shall be reserved for being filled by Class IV employees (borne on regular establishment), subject to the following conditions:—

(a) Selection shall be made through a departmental examination confined to such Class IV employees who fulfil the requirement of minimum educational qualifications, namely, Matriculation or equivalent qualifications.

(b) The maximum age for appearing at this examination shall be 40 years (45 years for candidates belonging to Scheduled Castes and Scheduled Tribes). The upper age limit is relaxable upto 45 years (50 years in the case of Scheduled Castes and Scheduled Tribes) for the first two examinations to be held under the Scheme.

(c) At least five years' service in Class IV shall be essential.

(d) The maximum number of recruits by this method shall be limited to ten per cent of the vacancies in the cadre of Lower Division Clerks occurring in a year, unfilled vacancies shall not be carried over.

3. Disqualifications:

No person:—

(a) who has entered into or contracted a marriage with a person having a spouse living or

(b) who, having a spouse living, has entered into or contracted a marriage with any person,

shall be eligible for appointment to service:

Provided that the Central Government may, if satisfied that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and there are other grounds for so doing, exempt any person from the operation of this rule.

[No. 9/24/70-E.R.]

G. D. GUPTA, Dy. Secy.

गृह मंत्रालय

नई दिल्ली, 18 सितम्बर, 1970

एव० ओ० 3131.—पंविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राष्ट्रपति एतद्द्वारा राष्ट्रीय अग्निशमन सेवा कालेज, श्रेणी-III और IV (भर्ती) नियम, 1957 में और अधिक संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. (i) ये नियम राष्ट्रीय अग्निशमन सेवा कालेज, श्रेणी-III और 4 (भर्ती) (संशोधन) नियम, 1970 कहे जा सकेंगे।

(ii) ये शासकीय राजपत्र में अपने प्रकाशन की तिथि को प्रवृत्त होंगे।

2. राष्ट्रीय अग्निशमन सेवा कालेज, श्रेणी-III और IV भर्ती नियम, 1957 की अनुसूची में क्रम संख्या 3 से सम्बन्धित कालम 10 में दी गई वर्तमान प्रविष्टि के बाद निम्नलिखित टिप्पणी अन्तःस्थापित की जायेगी, अर्थात् :—

टिप्पणी :

- (i) एक पन्नी वर्ष में होनेवाली निम्न श्रेणी लिपिकों की दस प्रतिशत रिक्तियां निम्नांकित शर्तों के अनुसार चतुर्थ श्रेणी कर्मचारियों (नियमित स्थापना पर आनीत) द्वारा भरे जाने के लिए आरक्षित रखी जायेंगी :—
 - (क) चयन विभागीय परीक्षा द्वारा किया जायेगा जो कि चतुर्थ श्रेणी के ऐसे कर्मचारियों तक सीमित होगी जो न्यूनतम शैक्षिक अर्हताएं, अर्थात् मैट्रिकुलेशन अथवा उसके बराबर अर्हताएं पूरी करते हैं।
 - (ख) इस परीक्षा में बैठने के लिए अधिकतम आयु 40 वर्ष होगी (अनुसूचित जातियों व अनुसूचित आदिम जातियों के उम्मीदवारों के लिए 45 वर्ष होगी)। इस योजना के अन्तर्गत होने वाली प्रथम दो परीक्षाओं के लिए ऊपरी आयु सीमा में 45 वर्ष तक (अनुसूचित जातियों व अनुसूचित आदिम जातियों के मामले में 50 वर्ष तक) छूट दी जा सकती है।
 - (ग) चतुर्थ श्रेणी में कम से कम पांच वर्ष की सेवा अनिवार्य होगी।
 - (घ) इस विधि के द्वारा भर्ती किए जाने वालों की अधिकतम संख्या निम्न श्रेणी लिपिकों के कांडर में एक वर्ष होने वाली रिक्तियों के दस प्रतिशत तक सीमित होगी, बिना भरी रिक्तियां आगे नहीं ले जाई जाएंगी।

3. अर्हताएं :

कोई भी व्यक्ति :—

- (क) जिसने किसी ऐसे व्यक्ति से विवाह किया हो या विवाह करने का इजहार किया हो जिसके एक जीवित पति/पत्नी हो अथवा।
- (ख) जिसने, एक जीवित पति/पत्नी के होते हुए किसी अन्य व्यक्ति से विवाह किया हो या करने का इकरार किया हो, तो वह इस सेवा में नियुक्ति का पात्र न होगा।

परन्तु केन्द्रीय सरकार, यदि सन्तुष्ट हो कि ऐसा विवाह ऐसे व्यक्ति और विवाह से सम्बन्धित दूसरे व्यक्ति को लागू वैयक्तिक कानून के अधीन अनुज्ञेय है और ऐसा करने के अन्य आधार हैं, तो इस नियम के प्रवर्तन से किसी व्यक्ति को छूट दे सकती है।

[संख्या 9/24/70 ई० आर०]

जी० डी० गुप्ता,

उप-सचिव।

CORRIGENDUM

New Delhi, the 17th September 1970

S.O. 3132.—In the notification of the Government of India in the Ministry of Home Affairs No. S.O. 2549 dated the 15th July, 1970, published at pages 3270—3272 of the Gazette of India, Part II, Section 3, sub-section (ii), dated the 1st August, 1970, at page 3270, in line 3, omit the word “it” occurring between the words “that country” and “to”.

[No. F. 5/1/70-Judl. I.]

B. SHUKLA, Dy. Secy.

ELECTION COMMISSION OF INDIA

New Delhi, the 19th August 1970

S. O. 3133.—In exercise of the powers conferred by section 21 of the Representation of the People Act, 1951, and in supersession of its Notification No. 434/WB/66, dated the 12th May, 1966, the Election Commission hereby appoints in respect of each of the Parliamentary Constituencies in the State of West Bengal, as determined by the Delimitation of Parliamentary and Assembly Constituencies Order, 1966, and specified in column 1 of the Table below, the officer specified in the corresponding entry in column 2 of the said Table to be the Returning Officer:

TABLE

Name of the Parliamentary Constituency	Returning Officer
1	2
1. Cooch Behar	Deputy Commissioner, Cooch Behar.
2. Jalpaiguri	Deputy Commissioner, Jalpaiguri.
3. Darjeeling	Deputy Commissioner, Darjeeling.
4. Raiganj	District Magistrate, West Dinajpur.
5. Balurghat	District Magistrate, West Dinajpur.
6. Malda	District Magistrate, Malda.
7. Jangipur	District Magistrate, Murshidabad.
8. Murshidabad	District Magistrate, Murshidabad.
9. Berhampore	District Magistrate, Murshidabad.
10. Krishnagar	District Magistrate, Nadia.
11. Nabadwip	District Magistrate, Nadia.
12. Barasat	District Magistrate, 24-Parganas.
13. Basirhat	District Magistrate, 24-Parganas.
14. Joynagar	District Magistrate, 24-Parganas.
15. Mathurapur	Sub-Divisional Magistrate, Diamond Harbour.
16. Diamond Harbour	District Magistrate, 24-Parganas.
17. Alipore	District Magistrate, 24-Parganas.
18. Barrackpore	Sub-Divisional Magistrate, Barrackpore.
19. Calcutta North West	Registrar of Cooperative Societies, West Bengal.
20. Calcutta North East	Collector of Calcutta.
21. Calcutta South	Registrar of Cooperative Societies, West Bengal.

I	2
22. Howrah	District Magistrate, Howrah.
23. Uluberia	Sub-divisional Executive Magistrate, Uluberia.
24. Serampore	District Magistrate, Hooghly.
25. Hooghly	District Magistrate, Hooghly.
26. Arambagh	District Magistrate, Hooghly.
27. Ghatat	District Magistrate, Midnapore.
28. Tamluk	Sub-divisional Magistrate, Tamluk.
29. Contai	Sub-Divisional Magistrate, Contai.
30. Midnapore	District Magistrate, Midnapore.
31. Jhargram	District Magistrate, Midnapore.
32. Purulia	Deputy Commissioner, Purulia.
33. Bankura	District Magistrate, Bankura.
34. Vishnupur	District Magistrate, Bankura.
35. Ausgram	District Magistrate, Burdwan.
36. Asansol	Sub-Divisional Executive Magistrate, Asansol.
37. Burdwan	District Magistrate, Burdwan.
38. Katwa	District Magistrate, Burdwan.
39. Bolpur	District Magistrate, Birbhum.
40. Birbhum	District Magistrate, Birbhum.

[No. 434/WB/70(2)]

भारत निर्वाचन आयोग

नई दिल्ली, 19 अगस्त, 1970

ए०स० क्र० 3133.—लोक प्रतिनिधित्व अधिनियम, 1951 की धारा 21 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा अपनी अधिसूचना सं० 434/पं००/66, तारीख 12 मई, 1966 को अधिक्रान्त करते हुए निर्वाचन आयोग संसदीय और विधन सभा निर्वाचन क्षेत्रों का परिसीमन आदेश, 1966 द्वारा यथा अवधारित तथा निम्नलिखित सारणी के स्तम्भ 1 में विनिर्दिष्ट पश्चिमी बंगाल राज्य में के हर एक संसदीय निर्वाचन क्षेत्र के बारे में उक्त सारणी के स्तम्भ 2 में तत्समान प्रविष्टि में विनिर्दिष्ट आफिसर को एतद्वारा रिटर्निंग आफिसर नियुक्त करता है :

सारणी

संसदीय निर्वाचन क्षेत्र का नाम	रिटर्निंग आफिसर
1	2
1. कूच बिहार	उपायुक्त, कूच बिहार ।
2. जलपाईगुडी	उपायुक्त, जलपाईगुडी ।
3. दार्जिलिंग	उपायुक्त, दार्जिलिंग ।
4. रायगंज	जिला मजिस्ट्रेट, पश्चिमी दिनाजपुर ।
5. बेलुरघाट	जिला मजिस्ट्रेट, पश्चिमी दिनाजपुर ।
6. माल्दा	जिला मजिस्ट्रेट, माल्दा ।
7. जंगीपुर	जिला मजिस्ट्रेट, मुर्शिदाबाद ।
8. मुर्शिदाबाद	जिला मजिस्ट्रेट, मुर्शिदाबाद ।
9. बेरहामपुर	जिला मजिस्ट्रेट, मुर्शिदाबाद ।
10. कृष्ण नगर	जिला मजिस्ट्रेट, नदिया ।
11. नवद्वीप	जिला मजिस्ट्रेट, नदिया ।
12. बारासात	जिला मजिस्ट्रेट, 24-परगना ।
13. बशीरहाट	जिला मजिस्ट्रेट, 24-परगना ।
14. जयनगर	जिला मजिस्ट्रेट, 24-परगना ।

1	2
15. मथुरापुर	उप-खंड मजिस्ट्रेट, डायमण्ड हार्बर ।
16. डायमण्ड हार्बर	जिला मजिस्ट्रेट, 24-परगना ।
17. अलीपुर	जिला मजिस्ट्रेट, 24-परगना ।
18. बैरकपुर	उप-खंड मजिस्ट्रेट, बैरकपुर ।
19. कलकत्ता उत्तर पश्चिमी	सहकारी सोसाइटी के रजिस्ट्रार, पश्चिमी बंगाल ।
20. कलकत्ता उत्तर पूर्व	कलक्टर, कलकत्ता ।
21. कलकत्ता दक्षिण	सहकारी सोसाइटी के रजिस्ट्रार, पश्चिमी बंगाल ।
22. हावड़ा	जिला मजिस्ट्रेट, हावड़ा ।
23. उलुबेरिया	उप-खंड कार्यपालक मजिस्ट्रेट, उलुबेरिया ।
24. सेरामपुर	जिला मजिस्ट्रेट, हुगली ।
25. हुगली	जिला मजिस्ट्रेट, हुगली ।
26. आरामबाग	जिला मजिस्ट्रेट, हुगली ।
27. घाटल	जिला मजिस्ट्रेट, मिदनापुर ।
28. तामलुक	उप-खंड मजिस्ट्रेट, तामलुक ।
29. कन्टई	उप-खंड मजिस्ट्रेट, कन्टई ।
30. मिदनापुर	जिला मजिस्ट्रेट मिदनापुर ।
31. आसग्राम	जिला मजिस्ट्रेट, मिदनापुर ।
32. पुरुलिया	उपायुक्त, पुरुलिया ।
33. बांकुरा	जिला मजिस्ट्रेट, बांकुरा ।
34. विष्णुपुर	जिला मजिस्ट्रेट, बांकुरा ।
35. आसग्राम	जिला मजिस्ट्रेट, बर्दवान ।
36. आसनसोल	उप-खंड कार्यपालक मजिस्ट्रेट, आसनसोल ।
37. बर्दवान	जिला मजिस्ट्रेट, बर्दवान ।
38. कटवा	जिला मजिस्ट्रेट, बर्दवान ।
39. बीरभूम	जिला मजिस्ट्रेट, बीरभूम ।
40. बीरभूम	जिला मजिस्ट्रेट, बीरभूम ।

[सं० 434/प० ब०/70 (2)]

S.O. 3134.—In exercise of the powers conferred by sub-section (1) of section 22 of the Representation of the People Act, 1951, and in supersession of its Order No. 434/WB/66(2), dated the 13th September, 1966, the Election Commission hereby appoints, in respect of each of the Parliamentary Constituencies in the State of West Bengal, as determined by the Delimitation of Parliamentary and Assembly Constituencies Order, 1966, and specified in column 1 of the Table below, the Officers specified in the corresponding entry in column 2 of the said Table to assist the Returning Officer in the performance of his functions:

TABLE

Name of the Parliamentary Constituency	Assistant Returning Officer
1	2
1. Cooch Behar	Additional Deputy Commissioner, Cooch Behar Senior Deputy Collector, Cooch Behar. Sub-divisional Executive Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrate concerned.

I

2

-
- | | |
|------------------------|---|
| 2. Jalpaiguri | Additional Deputy Commissioner, Jalpaiguri, Senior Dy. Collector, Jalpaiguri, Sub-divisional Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned. |
| 3. Darjeeling | Additional Deputy Commissioner, Darjeeling, Senior Dy. Collector, Darjeeling, Sub-divisional Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned. |
| 4. Raiganj | Additional District Magistrate, West Dinajpur, Senior Dy. Collector, West Dinajpur, Sub-divisional Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned. |
| 5. Balurghat | Additional District Magistrate, West Dinajpur, Senior Dy. Collector, West Dinajpur, Sub-divisional Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned. |
| 6. Malda | Additional District Magistrate, Malda, Senior Dy. Collector, Malda, Sub-divisional Magistrate, Malda and Magistrate who deals with revenue and administrative matters in the absence of the Sub-divisional Magistrate, Malda. |
| 7. Jangipur | Additional District Magistrates, Murshidabad, Senior Dy. Collector, Murshidabad, two Senior Magistrates at District Headquarters Murshidabad, Sub-divisional Magistrate and Sub-divisional Executive Magistrate concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrate and the Sub-divisional Executive Magistrate concerned. |
| 8. Murshidabad | Additional District Magistrates, Murshidabad, Senior Dy. Collector, Murshidabad, two senior Magistrates at District Headquarters, Murshidabad, Sub-divisional Executive Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrates concerned. |
| 9. Berhampore | Additional District Magistrates, Murshidabad, Senior Dy. Collector, Murshidabad, two Senior Magistrates at District Headquarters, Murshidabad, Sub-divisional Executive Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrates concerned. |
| 10. Krishnagar | Additional District Magistrates, Nadia, Senior Dy. Collector, Nadia, two senior Magistrates at District Headquarters, Nadia, Sub-divisional Magistrates concerned and Magistrates, who deal with revenue and administrative matters in the absence of Sub-divisional Magistrates concerned. |
| 11. Nabadwip | Additional District Magistrates Nadia, Senior Dy. Collector, Nadia, two senior Magistrates at Dist. Headquarters, Nadia, Sub-divisional Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned. |
-

12. Barasat Additional District Magistrates, 24-Parganas, Senior Dy. Collector, 24-Parganas, two Senior Magistrates at District Headquarters, 24-Parganas, Sub-divisional Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned.
13. Basirhat Additional District Magistrates, 24-Parganas, Senior Dy. Collector, 24-Parganas, two Senior Magistrates at District Headquarters, 24-Parganas, Sub-divisional Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned.
14. Joynagar Additional District Magistrates, 24-Parganas, Senior Dy. Collector, 24-Parganas, two Senior Magistrates at District Headquarters, 24-Parganas, Sub-divisional Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned.
15. Mathurapur Magistrate who deals with revenue and administrative matters in the absence of the Sub-divisional Magistrate, Diamond Harbour, and three other Senior Magistrates subordinate to the Sub-divisional Magistrate, Diamond Harbour.
16. Diamond Harbour Additional District Magistrates, 24-Parganas, Senior Dy. Collector, 24-Parganas, two Senior Magistrates at District Headquarters, 24-Parganas, Sub-divisional Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned.
17. Alipore Additional District Magistrates, 24-Parganas, Senior Dy. Collector, 24-Parganas, two Senior Magistrates at District Headquarters, 24-Parganas, Police Magistrate, Alipore, and all Stipendiary Magistrates subordinate to the Police Magistrate, Alipore.
18. Barrackpore Magistrate who deals with revenue and administrative matters in the absence of the Sub-divisional Magistrate, Barrackpore, and three other Senior Magistrates subordinate to the Sub-divisional Magistrate, Barrackpore.
19. Calcutta North West Joint Registrars of Co-operative Societies, West Bengal, Dy. Registrars of Co-operative Societies, West Bengal, and Shri S. C. Roy, Asstt. Registrar of Co-operative Societies (Headquarters).
20. Calcutta North East Probate Dy. Collector, Calcutta Collectorate, Special Officer, Calcutta Collectorate, Officer-in-Charge, Reserve State Stamp Store, Calcutta Collectorate and Special Officer, Amusement Tax Department, Calcutta Collectorate.
21. Calcutta South Joint Registrars of Co-operative Societies, West Bengal, Dy. Registrars of Co-operative Societies, West Bengal, Shri S. C. Roy, Asstt. Registrar of Co-operative Societies (Headquarters), Police Magistrate, Alipore, Police Magistrate, Sealdah and all Stipendiary Magistrates subordinate to Police Magistrates, Alipore and Sealdah.

I

2

- 22 Howrah Additional District Magistrate, Howrah, Senior Dy. Collector, Howrah, two Senior Magistrates at District Headquarters, Howrah, Sadar Sub-divisional Executive Magistrate Howrah and Magistrate who deals with revenue and administrative matters in the absence of the Sadar Sub-divisional Executive Magistrate, Howrah.
- 23 Uluberia Magistrate who deals with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrate, Uluberia and two other Senior Magistrates subordinate to the Sub-divisional Executive Magistrate, Uluberia.
- 24 Serampore Additional District Magistrates, Hooghly, Senior Dy. Collector, Hooghly, two Senior Magistrates at District Headquarters, Hooghly, Sub-divisional Executive Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrates concerned.
- 25 Hooghly Additional District Magistrates, Hooghly, Senior Dy. Collector Hooghly, two Senior Magistrates at District Headquarters, Hooghly, Sub-divisional Magistrate and Sub-divisional Executive Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrate and the Sub-divisional Executive Magistrates concerned.
- 26 Arambagh Additional District Magistrates, Hooghly, Senior Deputy Collector, Hooghly, two Senior Magistrates at District Headquarters, Hooghly, Sub-divisional Executive Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrates concerned.
- 27 Ghatal Additional District Magistrates, Midnapore, Senior Deputy Collector, Midnapore two Senior Magistrates at District Headquarters, Midnapore, Sub-divisional Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned.
- 28 Tamluk Magistrate who deals with revenue and administrative matters in the absence of the Sub-divisional Magistrate, Tamluk and two other Senior Magistrates Subordinate to the Sub-divisional Magistrate, Tamluk.
- 29 Contai Magistrate who deals with revenue and administrative matters in the absence of the Sub-divisional Magistrates, Contai and two other Senior Magistrates subordinate to the Sub-divisional Magistrate, Contai.
- 30 Midnapore Additional District Magistrates, Midnapore, Senior Deputy Collector, Midnapore, two Senior Magistrates at District Headquarters, Midnapore, Sadar Sub-divisional Magistrate, Midnapore and Magistrate who deals with revenue and administrative matters in the absence of the Sadar Sub-divisional Magistrate, Midnapore.
- 31 Jhargram Additional District Magistrate, Midnapore, Senior Deputy Collector, Midnapore, two Senior Magistrates at District Headquarters, Midnapore, Sub-divisional Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned.

1	2
32 Purulia	Additional Deputy Commissioner, Purulia, Senior Deputy Collector, Purulia, Sub-divisional Executive Magistrate, Purulia, and Magistrate who deals with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrate, Purulia.
33 Bankura	Additional District Magistrate, Bankura, Senior Deputy Collector, Bankura, two Senior Magistrates at District Headquarters, Bankura, Sub-divisional Executive Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrates concerned.
34 Vishnupur	Additional District Magistrate, Bankura, Senior Deputy Collector, Bankura, two Senior Magistrates at District Headquarters, Bankura, Sub-divisional Executive Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrates concerned.
35 Ausgram	Additional District Magistrates, Burdwan, Senior Deputy Collector, Burdwan, Two Senior Magistrates at District Headquarters, Burdwan, Sub-divisional Executive Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrates concerned.
36 Asansol	Magistrate who deals with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrate, Asansol and three other Senior Magistrates subordinate to the Sub-divisional Executive Magistrate, Asansol.
37 Burdwan	Additional District Magistrates, Burdwan, Senior Deputy Collector, Burdwan, two Senior Magistrates at District Headquarters, Burdwan, Sadar Sub-divisional Executive Magistrate, Burdwan and Magistrate who deals with revenue and administrative matters in the absence of the Sadar Sub-divisional Executive Magistrate, Burdwan.
38 Katwa	Additional District Magistrates, Burdwan, Senior Deputy Collector, Burdwan, two Senior Magistrates at District Headquarters, Burdwan, Sub-divisional Executive Magistrates concerned and Magistrates who deal with revenue and administrative matters in the absence of the Sub-divisional Executive Magistrates concerned.
39 Bolpur	Additional District Magistrate, Birbhum, Senior Deputy Collector, Birbhum, two Senior Magistrates at District Headquarters, Birbhum, Sub-divisional Magistrates and who deal with revenue and administrative matters in the absence of the Sub-divisional Magistrates concerned.
40. Birbhum	Additional District Magistrate, Birbhum, Senior Deputy Collector, Birbhum, two Senior Magistrates at District Headquarters, Birbhum, Sub-divisional Magistrate, Rampurhat and Magistrate who deals with revenue and administrative matters in the absence of the Sub-divisional Magistrate, Rampurhat.

Nota.—The expression “Sub-divisional Magistrate concerned” or “Sub-divisional Executive Magistrate concerned” wherever it occurs in the above Table means any Sub-divisional Magistrate or Sub-divisional Executive Magistrate exercising jurisdiction in the Constituency or any part thereof.

एम्.ओ. 3134.—लोक प्रतिनिधित्व अधिनियम, 1951 की धारा 22 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा अपने आदेश सं० 434/प०ब०/66(2), तारीख 13 सितम्बर, 1966 को अधिक्रान्त करते हुए निर्वाचन आयोग संसदीय और विधान सभा निर्वाचन क्षेत्रों का परिसीमन आदेश, 1966 द्वारा यथा अवधारित तथा निम्नलिखित सारणी के स्तम्भ 1 में विनिर्दिष्ट पश्चिमी बंगाल राज्य में के हर एक संसदीय निर्वाचन क्षेत्रों के बारे में उक्त सारणी के स्तम्भ 2 में तत्समान प्रविष्टि में विनिर्दिष्ट आफिसरों को रिटर्निंग आफिसर के कृत्यों के पालन में उसको सहायता करने के लिए एतद्द्वारा नियुक्त करता है।

सारणी

संसदीय निर्वाचन क्षेत्र का नाम	सहायक रिटर्निंग आफिसर
1	2
1. कूच बिहार	अपर उपायुक्त, कूच बिहार, ज्येष्ठ उप-कलक्टर, कूच बिहार, सम्पूक्त उप-खंड कार्यपालक मजिस्ट्रेट तथा वे मजिस्ट्रेट जो सम्पूक्त उप-खंड कार्यपालक मजिस्ट्रेट की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं।
2. जलपाईगुडी	अपर उपायुक्त, जलपाईगुडी, ज्येष्ठ उप-कलक्टर, जलपाईगुडी, सम्पूक्त उप-खंड मजिस्ट्रेट तथा वे मजिस्ट्रेट जो सम्पूक्त उप-खंड मजिस्ट्रेट की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं।
3. दार्जिलिंग	अपर उपायुक्त, दार्जिलिंग, ज्येष्ठ उप-कलक्टर, दार्जिलिंग, सम्पूक्त उप-खंड मजिस्ट्रेट तथा वे मजिस्ट्रेट जो सम्पूक्त उप-खंड मजिस्ट्रेट की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं।
4. रायगंज	अपर जिला मजिस्ट्रेट, पश्चिमी दिनाजपुर, ज्येष्ठ उप-कलक्टर, पश्चिमी दिनाजपुर, सम्पूक्त उप-खंड मजिस्ट्रेट तथा वे सम्पूक्त मजिस्ट्रेट जो उप-खंड मजिस्ट्रेट की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं।
5. बलुरघाट	अपर जिला मजिस्ट्रेट, पश्चिमी दिनाजपुर, ज्येष्ठ उप-कलक्टर, पश्चिमी दिनाजपुर, सम्पूक्त उप-खंड मजिस्ट्रेट तथा वे सम्पूक्त मजिस्ट्रेट जो सम्पूक्त उप-खंड मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं।

1

2

6. मालवा अपर जिला मजिस्ट्रेट, मालवा, ज्येष्ठ उप-कलक्टर, मालवा, उप-खंड मजिस्ट्रेट, मालवा तथा वे मजिस्ट्रेट जो उप-खंड मजिस्ट्रेट, मालवा की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
7. जंगीपुर अपर जिला मजिस्ट्रेट, मुंशिदाबाद, ज्येष्ठ उप-कलक्टर, मुंशिदाबाद, जिला प्रधान कार्यालय मुंशिदाबाद के दो ज्येष्ठ मजिस्ट्रेट, सम्पूक्त उपखंड मजिस्ट्रेट तथा उपखंड कार्यपालक मजिस्ट्रेट तथा वे मजिस्ट्रेट जो सम्पूक्त उप-खंड मजिस्ट्रेट तथा उपखंड कार्यपालक मजिस्ट्रेट की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
8. मुंशिदाबाद अपर जिला मजिस्ट्रेट, मुंशिदाबाद, ज्येष्ठ उप-कलक्टर, मुंशिदाबाद, जिला प्रधान कार्यालय मुंशिदाबाद के दो ज्येष्ठ मजिस्ट्रेट, सम्पूक्त उप-खंड कार्यपालक मजिस्ट्रेट तथा वे मजिस्ट्रेट जो सम्पूक्त उपखंड कार्यपालक मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
9. बैरहामपुर अपर जिला मजिस्ट्रेट, मुंशिदाबाद, ज्येष्ठ उप-कलक्टर, मुंशिदाबाद, जिला प्रधान कार्यालय मुंशिदाबाद के दो ज्येष्ठ मजिस्ट्रेट, सम्पूक्त उपखंड कार्यपालक मजिस्ट्रेट तथा वे मजिस्ट्रेट जो सम्पूक्त उपखंड कार्यपालक मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
10. कृष्णनगर अपर जिला मजिस्ट्रेट, नदिया, ज्येष्ठ उप-कलक्टर, नदिया, जिला प्रधान कार्यालय नदिया के दो ज्येष्ठ मजिस्ट्रेट सम्पूक्त उप-खंड मजिस्ट्रेट तथा वे मजिस्ट्रेट जो सम्पूक्त उपखंड मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
11. नवद्वीप अपर जिला मजिस्ट्रेट, नदिया, ज्येष्ठ उप-कलक्टर, नदिया जिला प्रधान कार्यालय नदिया के दो ज्येष्ठ मजिस्ट्रेट, सम्पूक्त उपखंड मजिस्ट्रेट तथा वे मजिस्ट्रेट

जो संपृक्त उपखंड मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।

12. बारासात . . . अपर जिला मजिस्ट्रेट, 24 परगना, ज्येष्ठ उप-कलक्टर, 24 परगना, जिला प्रधान कार्यालय, 24 परगना के दो ज्येष्ठ मजिस्ट्रेट, संपृक्त उपखंड मजिस्ट्रेट तथा वे मजिस्ट्रेट जो संपृक्त मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
13. बशीरहाट . . . अपर जिला मजिस्ट्रेट, 24 परगना, ज्येष्ठ उप-कलक्टर, 24 परगना, जिला प्रधान कार्यालय 24-परगना के दो ज्येष्ठ मजिस्ट्रेट, सम्पृक्त उपखण्ड मजिस्ट्रेट तथा वे उपखण्ड मजिस्ट्रेट जो संपृक्त मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
14. जयनगर . . . अपर जिला मजिस्ट्रेट, 24 परगना, ज्येष्ठ उप-कलक्टर 24-परगना, जिला प्रधान कार्यालय, 24-परगना के दो ज्येष्ठ मजिस्ट्रेट, संपृक्त उपखंड मजिस्ट्रेट तथा वे मजिस्ट्रेट जो संपृक्त उपखंड मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
15. मथुरापुर . . . वे मजिस्ट्रेट जो उप-खंड मजिस्ट्रेट डायमंड हार्बर की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं तथा उप-खंड मजिस्ट्रेट, डायमंड हार्बर के अधीनस्थ तीन अन्य ज्येष्ठ मजिस्ट्रेट ।
16. डायमंड हार्बर . . . अपर जिला मजिस्ट्रेट, 24-परगना, ज्येष्ठ उप-कलक्टर 24-परगना, जिला प्रधान कार्यालय, 24-परगना के दो ज्येष्ठ मजिस्ट्रेट, संपृक्त उप-खंड मजिस्ट्रेट तथा वे मजिस्ट्रेट जो संपृक्त उपखंड मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
17. अलीपुर . . . अपर जिला मजिस्ट्रेट, 24-परगना, ज्येष्ठ उप-कलक्टर, 24-परगना, जिला प्रधान कार्यालय, 24-परगना के दो ज्येष्ठ मजिस्ट्रेट, पुलिस मजिस्ट्रेट, अलीपुर तथा पुलिस मजिस्ट्रेट, अलीपुर के अधीनस्थ सबवैतनिक मजिस्ट्रेट ।

1	2
18. बैरकपुर . . .	. वह मजिस्ट्रेट जो उप-खण्ड मजिस्ट्रेट, बैरकपुर की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करता है तथा उप-खण्ड मजिस्ट्रेट बैरकपुर के अधीनस्थ तीन अन्य ज्येष्ठ मजिस्ट्रेट ।
19. कलकत्ता उत्तर पश्चिम . . .	. सहकारी सोसाइटियों के संयुक्त रजिस्ट्रार, पश्चिमी बंगाल, सहकारी सोसाइटियों के उप-रजिस्ट्रार, पश्चिमी बंगाल तथा श्री एस० सी० राय, सहकारी सोसाइटियों के सहायक रजिस्ट्रार, (प्रधान कार्यालय) ।
20. कलकत्ता उत्तर पूर्व . . .	. प्रोबेट उप-कलक्टर, कलकत्ता कलक्टरीविशेष आफिसर कलकत्ता कलक्टरी भार साधक आफिसर, रिजर्व स्टेट स्टाम्प स्टोर, कलकत्ता कलक्टरों तथा विशेष आफिसर, मनोरंजन कर विभाग, कलकत्ता कलक्टरी ।
21. कलकत्ता दक्षिण . . .	. सहकारी सोसाइटियों के संयुक्त रजिस्ट्रार, पश्चिमी बंगाल, सहकारी सोसाइटियों के उप-रजिस्ट्रार, पश्चिमी बंगाल, सहकारी सोसाइटियों, (प्रधान कार्यालय) के सहायक रजिस्ट्रार श्री एस० सी० राय, पुलिस मजिस्ट्रेट, अलीपुर, पुलिस मजिस्ट्रेट, स्यालदाह तथा पुलिस मजिस्ट्रेट, अलीपुर तथा स्यालदाह के अधीनस्थ सभी वैतनिक मजिस्ट्रेट ।
22. हावड़ा . . . . .	. अपरजिला मजिस्ट्रेट, हावड़ा, ज्येष्ठ उप-कलक्टर, हावड़ा जिला प्रधान कार्यालय, हावड़ा के दो ज्येष्ठ मजिस्ट्रेट, सदर उप-खण्ड कार्यपालक मजिस्ट्रेट हावड़ा तथा वह मजिस्ट्रेट जो सदर उप-खण्ड कार्यपालक मजिस्ट्रेट, हावड़ा की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करता है ।
23. उलुबेरिया . . . . .	. मजिस्ट्रेट जो उप-खण्ड कार्यपालक मजिस्ट्रेट, उलुबेरिया की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करता है तथा उप-खण्ड कार्यपालक मजिस्ट्रेट, उलुबेरिया के अधीनस्थ दो अन्य ज्येष्ठ मजिस्ट्रेट ।
24. सेरामपुर . . . . .	. अपर जिला मजिस्ट्रेट, हुगली, ज्येष्ठ उप-कलक्टर, हुगली, जिला प्रधान कार्यालय, हुगली के दो ज्येष्ठ मजिस्ट्रेट, संपूक्त उप-खण्ड कार्यपालक मजिस्ट्रेट

तथा वे मजिस्ट्रेट जो संयुक्त उप-खंड कार्यपालक मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं।

25. हुगली अपर जिला मजिस्ट्रेट, हुगली, ज्येष्ठ उप-कलक्टर, हुगली, जिला प्रधान कार्यालय, हुगली के दो ज्येष्ठ मजिस्ट्रेट, उपखंड मजिस्ट्रेट तथा संपूक्त उपखंड कार्यपालक मजिस्ट्रेट तथा वे मजिस्ट्रेट जो उपखंड मजिस्ट्रेट तथा सम्पूक्त उप-खंड कार्यपालक मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं।
26. आरामबाग अपर जिला मजिस्ट्रेट, हुगली, ज्येष्ठ उप-कलक्टर, हुगली, जिला प्रधान कार्यालय, हुगली के दो ज्येष्ठ मजिस्ट्रेट संपूक्त उपखंड कार्यपालक मजिस्ट्रेट तथा वे मजिस्ट्रेट जो उपखंड कार्यपालक मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं।
27. घाटल अपर जिला मजिस्ट्रेट, मिदनापुर, ज्येष्ठ उप-कलक्टर, मिदनापुर, जिला प्रधान कार्यालय, मिदनापुर, के दो ज्येष्ठ मजिस्ट्रेट, संपूक्त उपखंड मजिस्ट्रेट तथा वे मजिस्ट्रेट जो संपूक्त उपखंड मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं।
28. तामलुक मजिस्ट्रेट जो उप-खंड मजिस्ट्रेट, तामलुक की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करता है तथा उप-खंड मजिस्ट्रेट तामलुक के अधीनस्थ दो अन्य ज्येष्ठ मजिस्ट्रेट।
29. कन्टई मजिस्ट्रेट जो उप-खंड मजिस्ट्रेट, कन्टई की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करता है तथा उपखंड मजिस्ट्रेट, कन्टई के अधीनस्थ दो अन्य ज्येष्ठ मजिस्ट्रेट।
30. मिदनापुर अपर जिला मजिस्ट्रेट, मिदनापुर, ज्येष्ठ उप-कलक्टर मिदनापुर, जिला प्रधान कार्यालय, मिदनापुर के दो ज्येष्ठ मजिस्ट्रेट, सदर उपखंड मजिस्ट्रेट, मिदनापुर-तथा मजिस्ट्रेट जो सदर उपखंड मजिस्ट्रेट, मिदनापुर की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करता है।

31. झारखाम अपर जिला मजिस्ट्रेट, मिदनापुर, ज्येष्ठ उप-कलक्टर, मिदनापुर जिला प्रधान कार्यालय मिदनापुर के दो ज्येष्ठ मजिस्ट्रेट, संपूक्त उप-खंड मजिस्ट्रेट तथा वे मजिस्ट्रेट जो संयुक्त उपखंड मजिस्ट्रेटों की में राजस्व तथा प्रशासनिक अनुपस्थिति मामलों के विषय में कार्यवाही करते हैं ।
32. पुरुलिया अपर उपायुक्त, पुरुलिया, ज्येष्ठ उप-कलक्टर, पुरुलिया, उपखंड कार्यपालक मजिस्ट्रेट पुरुलिया तथा वह मजिस्ट्रेट जो उप-खंड कार्यपालक मजिस्ट्रेट, पुरुलिया की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करता है ।
33. बांकुरा अपर जिला मजिस्ट्रेट, बांकुरा, ज्येष्ठ उप-कलक्टर, बांकुरा जिला प्रधान कार्यालय, बांकुरा के दो ज्येष्ठ मजिस्ट्रेट, संपूक्त उप-खंड कार्यपालक मजिस्ट्रेट तथा वे मजिस्ट्रेट जो संपूक्त उपखंड कार्यपालक मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
34. विष्णुपुर अपर जिला मजिस्ट्रेट, बांकुरा, ज्येष्ठ उप-कलक्टर, बांकुरा, जिला प्रधान कार्यालय बांकुरा के दो ज्येष्ठ मजिस्ट्रेट, संपूक्त उप-खंड कार्यपालक मजिस्ट्रेट तथा वे मजिस्ट्रेट जो संपूक्त उप-खंड कार्यपालक मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
35. आसभाम अपर जिला मजिस्ट्रेट, बर्दवान, ज्येष्ठ उप-कलक्टर, बर्दवान, जिला प्रधान कार्यालय, बर्दवान के दो ज्येष्ठ मजिस्ट्रेट, संपूक्त उप-खंड कार्यपालक मजिस्ट्रेट तथा वे मजिस्ट्रेट जो संपूक्त उपखंड कार्यपालक मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करते हैं ।
36. आसनसोल वह मजिस्ट्रेट जो उपखंड कार्यपालक मजिस्ट्रेट, आसनसोल की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलों के विषय में कार्यवाही करता है तथा उपखंड कार्यपालक मजिस्ट्रेट आसनसोल के अधीनस्थ तीन अन्य ज्येष्ठ मजिस्ट्रेट ।

1

2

37. बर्दवान . . . अपर जिला मजिस्ट्रेट बर्दवान, ज्येष्ठ उप-कलक्टर, बर्दवान, जिला प्रधान कार्यालय, बर्दवान के दो ज्येष्ठ मजिस्ट्रेट, सदर उपखंड कार्यपालक मजिस्ट्रेट, बर्दवान तथा वह मजिस्ट्रेट जो सदर उपखंड कार्यपालक मजिस्ट्रेट बर्दवान की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलो के विषय में कार्यवाही करता है ।
38. कटवा . . . अपर जिला मजिस्ट्रेट बर्दवान, ज्येष्ठ उप-कलक्टर, बर्दवान, जिला प्रधान कार्यालय बर्दवान के दो ज्येष्ठ मजिस्ट्रेट, सम्पूक्त उपखंड कार्यपालक मजिस्ट्रेट तथा वे मजिस्ट्रेट जो सम्पूक्त उपखंड कार्यपालक मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलो के विषय में कार्यवाही करते हैं ।
39. बीरपुर . . . अपर जिला मजिस्ट्रेट, बीरभूम, ज्येष्ठ उप-कलक्टर, बीरभूम, जिला प्रधान कार्यालय, बीरभूम के दो ज्येष्ठ मजिस्ट्रेट, संपूक्त उप-खंड मजिस्ट्रेट तथा वे मजिस्ट्रेट जो संपूक्त उपखंड मजिस्ट्रेटों की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलो के विषय में कार्यवाही करते हैं ।
40. बीरभूम . . . अपर जिला मजिस्ट्रेट, बीरभूम, ज्येष्ठ उप-कलक्टर, बीरभूम, जिला प्रधान कार्यालय बीरभूम के दो ज्येष्ठ मजिस्ट्रेट, उपखंड मजिस्ट्रेट, रामपुर हाट तथा वह मजिस्ट्रेट जो उपखंड मजिस्ट्रेट, रामपुरहाट की अनुपस्थिति में राजस्व तथा प्रशासनिक मामलो के विषय में कार्यवाही करता है ।

टिप्पणी :—

“संपूक्त उपखंड मजिस्ट्रेट” अथवा “संपूक्त उपखंड कार्यपालक मजिस्ट्रेट” अभिव्यक्ति से जहां कहां भी वह उपर्युक्त सारणी में आई हो, कोई भी उपखंड मजिस्ट्रेट अथवा उपखंड कार्यपालक मजिस्ट्रेट, जो उस निर्वाचन क्षेत्र में अथवा उसके किसी भाग में अधिकारिता का प्रयोग करता हो, अभिप्रेत है ।

ORDERS

New Delhi, the 19th August 1970

S.O. 3135.—Whereas the Election Commission is satisfied that Shri Indra Pal, S/o Shri Bhagroo, R/o village Barwala, Post Office Barwala, District, Muzaffarnagar, Uttar Pradesh, a contesting candidate for mid-term general election 1969 to the Uttar Pradesh Legislative Assembly from 409-Morna Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas the said candidate even after due notices has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Indra Pal, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No UP-LA/409/69(108).]

आदेश

नई दिल्ली, 19 अगस्त 1970

एत० प्रो० 3135.—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए मध्यावधि साधारण निर्वाचन 1969 के लिए 409-मोरना सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री इन्द्रपाल सुपुत्र श्री भर्गु, निवासी गांव बारवाला, डा० बरवाला, जिला मुजफ्फरनगर, उत्तर प्रदेश लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं।

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है।

अतः, अब, उक्त अधिनियम की धारा 10-क अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री इन्द्र पाल को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निर्गृहीत घोषित करता है।

[मं०उ०प्र०-वि०मं०/409/69(108)]

S.O. 3136.—Whereas the Election Commission is satisfied that Shri Phool Singh, S/o Shri Ghasi, R/o village Jalbhagwanpur, Hamlet Chhappar, Post Office Khudda, District Muzaffarnagar, Uttar Pradesh, a contesting candidate for mid-term general election 1969 to the Uttar Pradesh Legislative Assembly from 409-Morna Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas the said candidate even after due notices has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Phool Singh, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No UP-LA/409/69(109).]

एत० प्रो० 3136.—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए मध्यावधि साधारण निर्वाचन 1969 के लिए 409-मोरना सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री फूल सिंह सुपुत्र श्री घासी, निवासी गांव जयभगवान पुर, मजरा छपरा, डा० खुड्डा, जिला मुजफ्फरनगर, उत्तर प्रदेश, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं।

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद् द्वारा उक्त श्री कून सिंह को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० उ० प्र०-वि० सं०/403/69 (199)]

New Delhi, the 21st August 1970

S.O. 3137.—Whereas the Election Commission is satisfied that Shri Jag Jiwan, S/o Shri Nankau, R/o village Kundra Kalan, Post Office Malihabad, District Lucknow, Uttar Pradesh, a contesting candidate for mid-term general election 1969 to the Uttar Pradesh, Legislative Assembly from 99-Malihabad (SC) Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notices has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Jag Jiwan, S/o Shri Nankau, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/99/69(113).]

नई दिल्ली, 21 अगस्त, 1970

एस० ओ० 3137—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए मध्यावधि साधारण निर्वाचन 1969 के लिए 99 मलिहाबाद (अ० जा०) सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री जगजीवन सुपुत्र श्री ननकाऊ, निवासी गांव कुंडरा कलां, डा० मलिहाबाद, जिला लखनऊ, उत्तर प्रदेश, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद् द्वारा उक्त श्री जगजीवन सुपुत्र श्री ननकाऊ को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० उ० प्र०-वि० सं०/99/69(113)]

New Delhi, the 29th August 1970

S.O. 3138.—Whereas the Election Commission is satisfied that Shri R. K. Upendra, Thangmeiband Melsnam Leikai, Imphal (Manipur), a contesting candidate for election to the Manipur Legislative Assembly from Uripok Thangmeiband

Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri R. K. Upendra, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. MR-LA/10/67(42).]

नई दिल्ली, 29 अगस्त, 1970

एस० नो० 3138.—यतः निर्वाचन आयोग का समाधान हो गया है कि मनीपुर विधान सभा के लिए निर्वाचन के लिए उरीपोक थांगमेईबन्ध निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री प्रार० के० उवेन्द्र, थांगमेईबन्ध मेईमनम लेईकाए, इम्फाल (मनीपुर), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धान बनाए गए नियमों द्वारा अपेक्षित अपना निर्वाचन व्ययों का लेखादाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार उसे सम्यक सूचना दिए जाने पर भी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्योयौचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री प्रार० के० उवेन्द्र को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० मनी-वि०स०/10/67(42)]

S.O. 3139.—Whereas the Election Commission is satisfied that Shri Pritam Kumar Suji, R/o. Town and Post Office Bilaspur Khas, District Rampur, Uttar Pradesh, a contesting candidate for mid-term general election, 1969 to the Uttar Pradesh Legislative Assembly from 36-Suar Tanda Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notices has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Pritam Kumar Suji, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/36/69(114).]

एस० नो० 3139.—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए मध्यावधि साधारण निर्वाचन 1969 के लिए 36-स्वारटंडा सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री प्रीतम कुमार सूजी, निवासी नगर तथा डा० बिलासपुर खास, जिला रामपुर (उत्तर प्रदेश), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धान बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं।

और यतः उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री प्रीतम कुमार सूजी को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० उ० प्र०-वि० सं०/36/69 (114).]

S.O. 3140.—Whereas the Election Commission is satisfied that Shri Jagram, S/o Shri Dinahu, R/o village Khalispur Dingur, Post Office Dostpur, District Sultanpur, Uttar Pradesh a contesting candidate for mid-term general election, 1969 to the Uttar Pradesh Legislative Assembly failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the aid candidate even after due notices has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Jag Ram, S/o Shri Dinahu, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/129/C9(117).]

एस०ओ० 3140.—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिये मध्यावधि साधारण निर्वाचन 1969 के लिये 129-कादीपुर (अ०जा०) सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री जगराम सुपुत्र श्री दीनाहू, निवासी गांव खानिसपुर डिगुर, डा० दोस्तपुर, जिला सुलतानपुर, उत्तर प्रदेश, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

और यतः उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी अपनी इस असफलता के लिये कोई कारण अथवा स्पष्टीकरण नहीं दिया है, तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिये कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री जगराम सुपुत्र श्री दीनाहू को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिये, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिये निरहित घोषित करता है ।

[सं० उ० प्र०-वि० सं०/129/69 (117).]

New Delhi, the 31st August 1970

S.O. 3141.—Whereas the Election Commission is satisfied that Shri Gudar, S/o. Shri Hai Karan, R/o. village Bhanderia Tola, Qasba-Mariahu, Post Office Marlahu, District Jaunpur, Uttar Pradesh, a contesting candidate for mid-term general election, 1969, to the Uttar Pradesh Legislative Assembly from 256-Mariahu Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notices has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Gudar, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/256/69(115).]

नई दिल्ली 31 अगस्त, 1970

एन० ओ० 3141.—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए मध्यावधि साधारण निर्वाचन 1969 के लिए 256-मड़ियाहू सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री गूदर सुपुत्र श्री हैकरण, निवासी मो० मंडरिया टोला, कस्बा मड़ियाहू, पोस्ट मड़ियाहू, जिला जौनपुर, उत्तर प्रदेश लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं।

प्रौर यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायौचित्य नहीं है;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री गूदर को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० उ० प्र०-वि० सं०/256/69(115)]

S.O. 3142.—Whereas the Election Commission is satisfied that Shri Anirudh Shukla, S/o Shri Sheopujan, R/o and Post Office Siswa Bazar, District Gorakhpur, Uttar Pradesh, a contesting candidate for election to the Uttar Pradesh Legislative Assembly from 196-Siswa Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notices has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Anirudh Shukla, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/196/69(116).]

एस० ओ० 3142.—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिये मध्यावधि साधारण निर्वाचन, 1969 के लिये 196-सिसवा सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री अनिरुद्ध शुक्ल सुपुत्र श्री शिवपूजन, निवासी तथा डा० सिसवा बाजार, जिला गोरखपुर, उत्तर प्रदेश, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं;

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी अपनी इस असफलता के लिये कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिये कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री अनिरुद्ध गुल को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिये, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिये निरर्हित घोषित करता है ।

[सं० उ० प्र० वि० सं०/196/69(116)]

S.O. 3143.—Whereas the Election Commission is satisfied that Shri Ramdin, R/o. village Dadwa, Post Office Ungali, district Jaunpur, Uttar Pradesh a contesting candidate for mid-term general election 1969 to the Uttar Pradesh Legislative Assembly from 262-Khutahan Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Ramdin, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. U.P.-LA/262/69(120).]

By order,

A. N. SEN, Secy.

एस० ओ० 3143.—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए मध्यावधि साधारण निर्वाचन 1969 के लिए 262-खुटहन सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री रामदीन, निवासी गांव डड़वा, डा०ग्रंथली, जिला जौनपुर, उत्तर प्रदेश लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्शीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री रामदीन को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है ।

[सं० उ० प्र०-वि० सं०/262/69(120)]

आदेश से,

ए० एन० सेन, सचिव ।

New Delhi, the 31st August 1970

S.O. 3144.—In pursuance of clause (b) of sub-section (2) of section 116(C) of the Representation of the People Act, 1951, the Election Commission hereby publishes the judgment of the Supreme Court of India delivered on the 14th August, 1970, in the appeal from the Order dated the 14th July, 1969 of the High Court of Judicature at Patna in Election Petition No. 1 of 1968.

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 1925 OF 1969.

Jagat Kishore Prasad Narain Singh,—*Appellant.*

V.

Rajendra Kumar Poddar and ors.—*Respondents.*

JUDGMENT

HEGDE, J.—This is an appeal under s. 116A of the Representation of the People Act, 1951 (to be hereinafter referred to as the Act) from the judgment and order dated July 14, 1969 of the Patna High Court in Election Petition No. 1 of 1968.

A biennial election to the Rajya Sabha was held in March, 1968. In that election, Bihar Legislative Assembly had to elect seven members to the Rajya Sabha. Twenty persons contested for those seven seats. The appellant is one of them. The appellant failed to get the required number of votes. By means of an election petition which has given rise to this appeal, he challenged the validity of the election of the 1st respondent on two grounds viz.—(1) that the nomination of respondent No 1 was improperly accepted inasmuch as he was not qualified to be enrolled as an elector in the electoral roll of West Patna Assembly constituency for the time being in force on the ground that he was then not ordinarily resident in the said constituency, but was on the other hand, ordinarily resident in Alipur constituency of the West Bengal Legislative Assembly and (2) that he was guilty of corrupt practice within the meaning of sub-s. (1) of s. 123 of the Act, inasmuch as he had not only made offers but also payments of money to various electors as motive or reward for voting in his favour.

The election petitioner was resisted by the 1st respondent on various grounds. One of the contentions taken by him was that the petition was not in accordance with the provisions of ss. 81, 82 and 117 of the Act and therefore it was not maintainable. The High Court has accepted that contention. It has also rejected the other pleas taken by the appellant. As we are in agreement with the High Court that the election petition is liable to be dismissed under s. 86 of the Act, we do not think it necessary to go into the merits of the case.

Section 86(1) of the Act provides :

“The High Court shall dismiss an election petition which does not comply with the provisions of section 81 or section 82 or section 117.

Section 81(3) requires (2) that every election petition shall be accompanied by as many copies thereof as there are respondents mentioned in the petition and (ii) that every such copy shall be attested by the petitioner under his own signature to be a true copy of the petition. The contention of the 1st respondent is that the copy served on him which is marked Ext. ‘0’ in the trial court is not the true copy of the election petition filed in court. In the High Court it was contended that Ext. ‘0’ is not a genuine document but that contention was not pressed before us. Therefore we have to proceed on the basis that Ext. ‘0’ is a copy served on the 1st respondent.

The discrepancies between the election petition filed in court and Ext. '0' are set out by the High Court in Paragraph 15 of its judgment. That paragraph to the extent material for our present purpose reads :

- (a) In paragraph 12, as also in paragraph 13 of the original, it has been stated that the total number of elected members of the Bihar Legislative Assembly at the time of the impugned election was 316, whereas in Ext. '0' this figure has been stated to be 317 in both these paragraphs.
- (b) In paragraph 16 of the original it has been stated that respondents 2 and 3 had been set up as candidates in the election by the Samyukta Socialist Party, and as to respondents 6 and 5, it was stated that they had been set up by the Communist Party of India and the Jana Sangh respectively. But in Ext. '0' it has been stated that the candidates who were set up by the Samyukta Socialist Party were respondents 2 and 6, while respondents 3 and 5 had been set up by the Communist Party of India and the Jana Sangh respectively.
- (c) In paragraph 28 of the original, the following passage occurs :
 "Particulars of the gifts and gratifications in the form of bribe offered by respondent No. 8 and his election agent and his agent with the connivance and consent of the said respondent No. 8 and his election agent are set out in Annexure 'D' hereto annexed."

But the passage in Ext. '0' reads :

- "Particulars of the gifts and gratifications in the form of bribe offered by respondent No. 8 and his election agent and his agent with the connivance and consent of the said respondent No. 1 and his election agent are set out in Annexure 'D' hereto annexed."
- (d) In paragraph 3 of the verification at page 25 of the original, it has been stated, *inter alia*, that the statements made in paragraph 3 of the election petition are true to the petitioner's information, but in ext. '0' no verification has been made with respect to the statements made in paragraph 3 of the election petition, and instead verification has been made twice with respect to the statements made in paragraph 2, once as true to the petitioner's knowledge and again as true to his information.
- (3) In paragraph 3 of Annexure 'B' a list of 20 persons has been given, one of which is Shri Brindaban Swana, M.L.A., in the original and Shri Brindaban Swansi, M.L.A. in Ext. '0'.
- (f) In Annexure 'C' relating to the particulars of corrupt practice mentioned in paragraph 25 of the election petition, it has been stated in the original that Shri Munshi Hansda, M.L.A. had offered money and promised to pay money to Shri Jetha Kiski, M.L.A. for casting his first preference vote in favour of respondent No. 1 at the M.L.A. Flat on 19th March, 1968, but in Ext. '0' mention has been made of the name of Paul Hansda, M.L.A., as the alleged offerer of money to Shri Jethu Kisku, M.L.A.; and
- (g) In Annexure 'C' again, the original reads that the offer of money and promise of payment of money was made to Shri Mahabir Paswan by respondent No. 1 and Shri Balwant Nath Singh, M.L.A. on 26th March, 1968 but in Ext. '0' this date has been stated as 28th March, 1968."

Mr. M. C. Chagla, learned Counsel for the appellant contended that s. 81(3) is merely directory and not mandatory. We do not think it necessary to go into that question, as in our opinion that provision has not even been substantially complied with. The requirements of s. 1(3) have been laid down by this court in *Murarka Radhey Shyam Ram v. Roop Singh Rathore and ors.* ⁽¹⁾ In that case this Court ruled that the word 'copy' in s. 81(3) of the Act did not mean an absolutely exact copy but a copy so true that nobody could by any possibility

(1) (1964) 3, SCR 573;

possibility misunderstand it, and that the test whether a copy was a true one was whether any variation from the original was calculated to mislead an ordinary person. The same view was taken by this Court in *Ch. Suonarao v. Member, Election Tribunal, Hyderabad* (2). In our opinion, it is not necessary to refer to the discrepancies between the original petition and the copy served excepting that referred to in cl. (f) of paragraph 15 of the trial court's judgment. Admittedly Shri Munshi Hansda and Paul Hansda are members of the Patna legislative Assembly. In the election petition it was stated that money was offered to Shri Jetha Kisku, M.L.A. by Munshi Hansda but in Ext. '0' it was stated that money was offered to the said Jetha Kisku by Paul Hansda. This divergence was bound to mislead the contesting respondents and prejudice their defence. Pleadings in a case has great importance and that is more so in election petitions particularly when the returned candidate is charged with corrupt practice. He must know what the charge against him is so that he may prepare his defence. If relying on the allegations in the copy of the petition served on him that the money was paid to Jetha Kisku through Paul Hansda, the 1st respondent had collected evidence to show that that allegation is false then the entire basis of his defence would have fallen to the ground because at a later stage he had to meet a totally different case. The law requires that a true copy of the election petition should be served on the respondents. That requirement has not been either fully or substantially complied with. Therefore we have no doubt in our mind that the election petition is liable to be dismissed under s. 86 of the Act.

(2) (1964) 6, SCR, 213.

Mr. Chagla tried to extricate his client from the difficult position in which he had placed himself by urging that two copies of the election petition had been served on the 1st respondent as required by the rules of the Patna High Court, one through the court and another through registered post; the 1st respondent has produced only one of those copies; it is not known whether the other copy was also defective and therefore there is no ground to reject the election petition at the very threshold. We are unable to entertain this contention. If it was the case of the appellant that the respondent was not prejudiced by the service of Ext. '0', he should have got summoned the other copy said to have been served on him. No such attempt appears to have been made. No explanation was offered how several wrong statements came to be made in Ext. '0'. There is hardly any doubt that the relevant papers filed in court on behalf of the appellant were prepared in a callous manner.

For the reasons mentioned above we agree with the trial court that the petition is liable to be dismissed under s. 86 of the Act. Hence this appeal is dismissed with costs.

J. C. SHAH, J.

K. S. HEGDE, J.

A. N. GROVER, J.

[No. 82/BR-1/68.]

Dated, New Delhi, the 14th August, 1970.

ORDERS

New Delhi, the 7th August 1970

S.O. 3145.—Whereas the Election Commission is satisfied that Shri Ekbal Ahmad, R/o village Pathar Chapti, P.O. Madhupur, District Santhal Parganas (Bihar), a contesting candidate for mid-term election to the Bihar Legislative Assembly held in 1969 from 149-Madhupur, Assembly Constituency has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Ekbal Ahmad to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/149/69(103).]

आदेश

नई दिल्ली- 7 अगस्त, 1970

एस० ओ० 3145.—यत् निर्वाचन आयोग का समाधान हो गया है कि बिहार-विधान सभा के लिए फरवरी, 1969 में हुए मध्यावधि निर्वाचन के लिए 149-मधुपुर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री एकबाल अहमद, निवासी ग्राम-पथरचपटी, पो० मधुपुर, जिला सताल परगना (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है। तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्याय चित्य नहीं है।

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री एकबाल अहमद को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं०-बिहार-वि०स०/149/69(103)]

S.O. 3146.—Whereas the Election Commission is satisfied that Shri Hari Nandan Singh, Baidynath, Deoghar, District Santhal Parganas (Bihar) a contesting candidate for mid-term election to the Bihar Legislative Assembly held in 1969 from 149-Madhupur Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Hari Nandan Singh to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/149/69(104).]

एस० ओ० 3146—यत्, निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए फरवरी 1969 में हुए मध्यावधि निर्वाचन के लिए 149-मधुपुर निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री हरिनन्दन सिंह, बैद्यनाथ देवघर, जिला सताल लाखाना (बिहार) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं।

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री हरिनन्दन सिंह को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं०-बिहार-वि०स०/149/69(104).]

New Delhi, the 20th August 1970

S.O. 3147.—Whereas the Election Commission is satisfied that Shri Bhola Prasad Yadav, R/o village Earka, tola English, P.O. Mamalkha, District Bhagalpur (Bihar), a contesting candidate for the mid-term election to the Bihar Legislative Assembly held in February, 1969 from 158-Colgong Assembly Constituency has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Bhola Prasad Yadav to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/158/69(107).]

नई दिल्ली, 20 अगस्त, 1970

एस० ओ० 3147.—यतः निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए 1969 में हुए मध्यावधि निर्वाचन के लिए 158-कहलगांव निर्वाचन-क्षेत्र से चुनाव लड़ने, वाले उम्मीदवार श्री भोला प्रसाद यादव निवासी ग्राम-फरका, टोला-इंगलिश, डाकघर-ममलखा जिला भागलपुर (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं।

और, यतः, उक्त उम्मीदवार ने, उसे सम्बन्ध सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायौचित्य नहीं है;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री भोला प्रसाद यादव को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की का लावधि के लिए निरहित घोषित करता है।

[सं० बिहार-वि०स०/158/69(107)]

New Delhi, the 22nd August 1970

S.O. 3148.—Whereas the Election Commission is satisfied that Shri Shri Ram Avtar Sahi, R/o village Kaithi, P.O. Raghunathpur, District Shahabad (Bihar), a contesting candidate for the mid-term election to the Bihar Legislative Assembly held in February, 1969 from Brahampur Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason for explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Ram Avtar Sahi to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No BR-LA/215/69(108).]

नई दिल्ली, 22 अगस्त, 1970

एस०ओ० 3148—यतः निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए फरवरी, 1969 में हुए मध्यावधि निर्वाचन के लिए 215-ब्रह्मपुर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री राम अवतार साही निवासी ग्राम कंथी, पो०-रघुनाथपुर, जिला-शाहाबाद, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ।

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री राम अवतार साही को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता

[सं० बिहार-वि० सं०/215/69(108)]

New Delhi, the 25th August 1970

S.O. 3149—Whereas the Election Commission is satisfied that Shri Lakshmi Singh, R/O village and P.O. Ekhlaspur, District Shahabad (Bihar), a contesting candidate for the mid-term election to the Bihar Legislative Assembly held in February, 1969 from Bhabua Assembly Constituency has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Lakshmi Singh to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/222/69(109).]

नई दिल्ली, 25 अगस्त, 1970

एस० ओ० 3149—यतः निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए फरवरी, 1969 में हुए मध्यावधि निर्वाचन के लिए 222-भभुआ निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री लक्ष्मीसिंह निवासी ग्राम एवं पो०-एखलासपुर, जिला शाहाबाद (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्द्वारा उक्त श्री लक्ष्मीसिंह को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० बिहार-वि० सं०/122/69(109)]

New Delhi, the 28th August 1970

S.O. 3150.—Whereas the Election Commission is satisfied that Shri Chandra Sekhar Pd. Singh, R/O Mohalla Mahajan, Toli No. 2, Arrah (Bihar), a contesting candidate for the mid-term election to the Bihar Legislative Assembly held in February, 1969 from 211-Sandesh Assembly Constituency has failed to lodge an account of his election expenses in the manner prescribed by the Representation of the People Act, 1951 and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Chandra Sekhar Pd. Singh to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/211/69(110).]

नई दिल्ली, 28 अगस्त, 1970

एस० ओ० 3150—यतः निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए फरवरी, 69 में हुए मध्यावधि निर्वाचन के लिए 211 सन्देश सभा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री चन्द्रशेखर प्रसाद सिंह निवासी ग्राम मोहल्ला महाजन टोली न० 2, आरा (बिहार),

लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित रीति में अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं । और यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री चन्द्र शेखर प्रसाद सिंह को संसद् के दोनों सदन में से किसी भी सदन के या किसी राज्य के विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० बिहार-वि०सं०/211/69(110)]

S.O. 3151.—Whereas the Election Commission is satisfied that Shri Aliuddin, R/O village & P.O. Kori, District Shahabad (Bihar), a contesting candidate for the mid-term election to the Bihar Legislative Assembly held in February, 1969 from 211-Sandesh Assembly Constituency has failed to lodge an account of his election expenses in the manner prescribed by the Representation of the People Act, 1951 and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Aliuddin to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/211/69(11).]

एस०ओ० 3151—यतः निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए फरवरी 69 में हुए मध्यावधि निर्वाचन के लिए 211-सन्देश सभा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री अलीउद्दीन, निवासी ग्राम एवं पो० कोरी, जिला शाहाबाद, लोक प्रतिनिधित्व

अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित रीति में अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस अन्यायिता के लिए कोई कारण प्रस्तुत नहीं किया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10 क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री श्रीलाल सिंह को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० बिहार-वि० सं०/211/69(111)]

New Delhi, the 29th August 1970

S.O. 3152.—Whereas the Election Commission is satisfied that Shri Sidh Nath Singh R/o village Bharsara, P.O. Bihia, District Shahabad (Bihar), a contesting candidate for the mid-term election to the Bihar Legislative Assembly held in February, 1969 from 230-Jagdishpur Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder:

2 And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Sidh Nath Singh, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/230/69(112).]

नई दिल्ली, 29 अगस्त, 1970

एस० ओ० 3152.—यतः निर्वाचन आयोग का समाधान हो गया है कि बिहार-विधान सभा के लिए फरवरी 1969 में हुए मध्यावधि निर्वाचन के लिए 230-जगदीशपुर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री सिद्धनाथ सिंह, निवासी ग्राम-भड़सरा, पो० बिहिया, जिला शाहाबाद (बिहार) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण प्रस्तुत नहीं किया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित नहीं है ।

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री सिद्धनाथ सिंह को ससद् के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करती है ।

[स० बिहार-वि० सं०/230/69(112)]

S.O. 3153—Whereas the Election Commission is satisfied that Shri Budhan Singh, R/O village Karnaul, P O Chandi, District Shahabad (Bihar), a contesting candidate for the mid-term election to the Bihar Legislative Assembly held in February, 1969 from 230-Jagdishpur Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder,

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure.

3 Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Budhan Singh, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order

[No BR-LA/230/69(113)]

एस० अ० 3153—यह निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए फरवरी, 1969 में हुए मध्यावधि निर्वाचन के लिए 230-जगदीशपुर निर्वाचन-क्षेत्र में चुनाव लड़ने वाले उम्मीदवार श्री बुद्धन सिंह निवासी ग्राम, करनौल पो० चांदी, जिला—शाहाबाद (बिहार) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं,

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री बुद्धन सिंह को ससद् के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[स० बिहार-वि० सं०/230/69(113)]

New Delhi, the 1st September 1970

S.O. 3154.—Whereas the Election Commission is satisfied that Shri Vidya Nand Singh, R/O village Pakariahar, P.O. Chandwa, Arrah, District Shahabad (Bihar), a contesting candidate for the mid-term election to the Bihar Legislative Assembly held in February, 1959 from Arrah Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure:

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Vidya Nand Singh, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/212/69(114).]

By Order.
ROSHAN LAL, Secy.

नई दिल्ली, 1 सितम्बर 1970

एस० नो० 3154.—यतः निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए फरवरी, 1969 में हुए मध्यावधि निर्वाचन के लिए 212—आरा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री विद्यानन्द सिंह निवासी ग्राम ककड़ियावर, पो०—चन्दवा, आरा, जिला—शाहाबाद (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं।

और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10—क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री विद्यानन्द सिंह को संसद् के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० बिहार—वि० सं०/212/69(114)]

आदेश से,

रोशन लाल, सचिव, ।

ERRATUM

S.O. 3155.—In the Election Commission's notification No. 82/33 of 1969/UP/69(Ald) dated the 14th June, 1970 published under S.O. No. 2206 in the Gazette of India, Part II, Section 3(ii), dated the 27th June, 1970 on page 2847 after serial No. (2) for figures, words and brackets.

“(4) Whether the ballot papers specified in schedules VIII(A), VIII(B), VIII(C-1), VIII(C-2) and VIII(D) were wrongly counted for the respondent instead of being rejected.”

read “(3) Whether the ballot papers specified in schedules VII(A), VII(B), VII(C) and VII(D) to the petition were wrongly rejected instead of being counted for the petitioner.”

[No. 82/33 of 1969/UP/69Ald].1

V. NAGASUBRAMANIAN, Under Secy.

MINISTRY OF FINANCE

(Department of Revenue and Insurance)

CUSTOMS

New Delhi, the 26th September 1970

S.O. 3156.—In exercise of the powers conferred by sub-section (1) of section 4 of the Customs Act, 1962 (52 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 37-Customs dated the 1st February, 1963, namely:—

In the said notification after the entry “4. Collectors of Central Excise, Baroda, Bombay, Poona, Bangalore, Madras, Hyderabad, Nagpur, Patna, Allahabad and Kanpur.”, the entry “5. Collector of Central Excise, Chandigarh.” shall be added.

[No. 88/F.No. 22/14/70-Cus.IV.]

J. DATTA, Dy. Secy.

वित्त मंत्रालय

राजस्व और बीमा विभाग

सीमा शुल्क

नई दिल्ली, 26 सितम्बर, 1970

एस० नो० 3156.—सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारत सरकार के वित्त मंत्रालय (राजस्व विभाग) की अधिसूचना सं० 27-सीमाशुल्क तारीख 1 फरवरी, 1963 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में “4. केन्द्रीय उत्पाद शुल्क कलकटर, बड़ौदा, मुम्बई, पूना, बंगलौर, मद्रास, हैदराबाद, नागपुर, पटना, इलाहाबाद और कानपुर” प्रविष्टि के पचात् “5. केन्द्रीय उत्पाद शुल्क कलकटर, चण्डीगढ़” प्रविष्टि जोड़ दी जाएगी।

[सं० 88/सं० 22/14/70-सीमा शुल्क IV]

ज्योतिर्मय दत्त, उप सचिव।

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION**(Department of Labour and Employment)***New Delhi, the 1st September 1970*

S.O. 3157.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay No. 2, in the Industrial Dispute between the employers in relation to the All India General Insurance Company Limited, Bombay and their workmen, which was received by the Central Government on the 25th August, 1970.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2
BOMBAY**

REFERENCE No. CGIT-2/37 of 1968

Employers in relation to All India General Insurance Company Limited, Bombay.

AND

Their Workmen represented by The All India Insurance Employees Association, Calcutta.

PRESENT:

Shri N. K. Vani, Presiding Officer.

APPEARANCES:

For the Employer.—Shri G. M. Kothari, Advocate Shri S. S. Kamekar, Labour Adviser, Shri P. S. Parameswaran, Secretary.

For the Workmen.—Shri Madan Mohan, Vice President All India General Insurance Employees' Association, Shri K. B. Shetty, Group Secretary.

STATE: Maharashtra

INDUSTRY: General Insurance

*Bombay, dated the 31st July, 1970***AWARD**

By Order No. 74/4/67-LRIII, dated 2nd November, 1967, the Government of India, in the Ministry of Labour, Employment and Rehabilitation, (Department of Labour and Employment), in exercise of the powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred to the Central Government Industrial Tribunal, Bombay for adjudication, an industrial dispute existing between the employers in relation to the All India General Insurance Company Limited, Bombay and their workmen represented by the All India Insurance Employees' Association, Calcutta, in respect of the matters set forth in the schedule mentioned below:—

"SCHEDULE**Charter of Demands**

1. All the demands contained hereinbelow shall apply to all the employees employed in India in the ALL INDIA GENERAL INSURANCE COMPANY LIMITED.

2. *Classification of Employees.*—The employees shall be classified into the following categories:—

- (a) Sweepers, Peons, Watchman and Head Peons shall be placed in Grade 'A'.
- (b) Drivers shall be placed in Grade 'B'.
- (c) Record Clerks shall be placed in Grade 'C'.
- (d) Assistants, Typists, Telephone Operators, Comptists and Adrema Machine Operators shall be placed in Grade 'D'.
- (e) Senior Assistants, Senior Typists and Stenographers shall be placed in Grade 'E'.
- (f) Sectional Heads and Assistants, Superintendents shall be placed in Grade 'F'.

3. *Scales of Pay.*—(In Indian Rupees)

'A' Grade: 120—5—150—6—192—8—240 in 19 years.

'B' Grade: 180—6—192—8—240—10—300 in 14 years.

'C' Grade: 190—8—214—10—264—12—300—15—360 in 15 years.

'D' Grade: 200—10—260—15—350—20—490 in 19 years.

'E' Grade: 275—15—350—20—450—25—600 in 16 years.

'F' Grade: 325—25—400—30—550—40—750 in 13 years.

N.B.—These Scales of pay are determined as at 1949 base year (100 points of the ALL INDIA WORKING CLASS CONSUMERS' PRICE INDEX) after shifting the base from 1939 to 1949.

4. *Dearness Allowance.*—Dearness allowance shall be paid at the rate of 1 per cent of basic pay for every rise of one point of the All India Working Class Consumers' Price Index (1949 base—100 points) with a minimum of Rs. 50/00. The published Index figure shall be increased by ten points on account of faulty compilation of Index figure for the purpose of calculation of Dearness Allowance.

5. *Adjustment and Merger of Dearness Allowance.*—All employees shall be fitted into the new scale on a stage to stage basis. The basic pay and the dearness allowance as on 31st December, 1965 shall be treated as basic pay only for the purpose of adjustment of basic pay to the new scale of pay.

6. *Special Allowance.*—Employees engaged in work mentioned below and/or designated as below shall be entitled to special allowance per mensem in addition to their salaries and emoluments in the manner stated below:—

(a) Head Peons, Bank Peons, Despatch Peons, Franking Machine and Duplicate Machine Operators and such other employees: Rs. 20/00 per month.

(b) Typists, Telephone Operators, Cashiers, Adrema Operators, Comptists and such other employees: Rs. 30/00 per month.

7. *Special Increments.*—Besides the above, the employees shall be entitled to special increments for passing the following examinations, on the scale shown against each examination:

On Graduation

Two increments.

On passing the following examinations:—

- | | |
|--|-----------------------------------|
| 1. Licentiate or A.C.I.I.—Part I | } One increment
for each part. |
| 2. A.F.I.I. Part-I or A.C.I.I.—Part II | |
| 3. A.F.I.I. Part-II or A.C.I.I.—Part III | |
| 4. F.F.I.I. or F.C.I.I. in 3 parts | |
| 5. Diploma in Accountancy. | |

Graduates appointed in Grades 'D' and 'E' shall get a starting salary higher by two increments. Those Graduates in Grades D, E and F, who have not received the increments shall also get two increments from 1st January, 1968.

The employees passing any of the above examination shall have the maximum of their respective grade raised correspondingly in accordance with the additional increments.

8. *Other Allowances.*—(a) *Overtime Allowance.*—An employee working overtime shall be entitled to overtime allowance for such period of work rendered at the rate of double the hourly rate of wages.

(b) *Officiating allowance:*—

(a) If an employee is required to officiate in a higher post, he shall be entitled to an 'Acting Allowance' at the rate of 33.1/3 per cent of the gross salary of the person in whose place the employee officiates for the period of officiating.

(b) If an employee is required to act in a post for which special pay is provided, he shall be entitled to *pro-rata* special pay for the period of such work done.

(c) *Outstation Allowance.*—An employee required to go out of station on Office work shall be paid return 2nd class rail fare, other incidental charges and daily allowance of Rs. 15/00 per day from the date of starting from the Station to the day of returning to the Station.

(d) *Children Allowance.*—Children allowance of Rs. 20/00 per child per month shall be granted to the concerned employees subject to a maximum of three children.

...

(e) *House Rent Allowance*.—All the employees shall be paid as 'House Rent' a sum at the rate of 20 per cent of their gross salary subject to a minimum of Rs. 40/00.

(f) *City Allowance*.—A City Allowance at the rate of Rs. 30/00 per month shall be paid to each employee covered by this Charter at all the offices situated in Cities having a population of 3 (three) lacs or more.

(g) *Washing Allowance*.—Each member of sub-staff shall be paid a washing allowance of Rs. 15/00 per month for washing uniforms.

(h) *Lunch Allowance*.—Every employee shall be paid a Lunch allowance of Rs. 2/30 P. on all working days including Saturdays.

9. *Conversion of Typists*.—The conversion of typists and stenographers to clerical cadre shall be allowed without any reduction in the emoluments.

10. *Amenities Subsidies*.—(a) All the employees' shall be entitled to a free personal accident (annual) policy, the premiums of which shall be borne by the Employer. The sum assured of such a policy shall be equivalent to 48 months gross salary of the employees in their respective grades.

(b) Text books for all the recognised examinations shall be supplied by the Company. Examination fee shall be paid by the employer after the employee passes the examination.

(c) Adequate subsidy shall be given for Sports, Recreation and Cultural activities of the employees.

(d) A water cooler shall be provided for supply of drinking water to the employees.

(e) The Company shall provide 2 cups of tea—one in the morning and in the evening—to each of the employees on working days.

(f) Adequate subsidy shall be given to cheap canteens for supply of wholesome food to the employees.

(g) Advance to the extent of 50 per cent of the salary against current month salary shall be given to employees in case of emergency.

(h) The Company shall provide lockers to preserve the uniform of the sub-staff members in the office premises.

(i) The company shall provide a well furnished Lunch room.

11. *Silver Jubilee Bonus*.—An employee, on completion of 25 years of service in the Company shall be paid 3 months gross salary or Rs. 500/00 whichever is more, as a Silver Jubilee Bonus.

12. *Increments*.—All increments indicated in the scales shall be paid to the employees every year in the month of January.

13. *Leave Casual Leave*.—15 days' casual leave shall be granted to each employee in a calendar year. Upto 6 days casual leave shall be granted at a stretch. Casual leave may be prefixed and suffixed to holidays and Sundays. If casual leave is exhausted other leave (*viz.* Privilege and/or Sick leave) shall be granted.

Privilege Leave.—Privilege (Earned) leave shall be allowed to all employees at the rate of 1 day for every 11 calendar days and may be prefixed and suffixed to holidays and Sundays. Employees shall be allowed to accumulate leave upto 200 days. Return 1st class fare shall be granted to all the employees and their families once in 2 years for going anywhere in India. Written reply granting such leave be given within three days of submission of leave application.

Sick Leave.—30 days' sick leave per year shall be allowed on full pay to all the employees, with accumulation of 12 months, and may be prefixed and suffixed to holidays and Sundays. No privilege leave shall be deducted when an employee is on sick leave. In case of prolonged illness, further sick leave with half pay shall be allowed upto 12 months and the rest without pay.

Maternity Leave.—Maternity leave upto the period of 3 months shall be allowed to all female employees for each pregnancy.

Examination Leave.—Employees shall be allowed 21 working days leave for appearing in all the examinations in addition to all other leave.

Special Leave.—30 days leave shall be allowed in a year to the Union Representatives and Office Bearers of the All India Insurance Employees' Association

and/or its affiliated units to enable them to attend meetings and conferences of the Union and their Central Organisations and to participate in the Tribunals and Conciliation Proceedings.

Furlough Leave.—Employees who are to retire shall be granted six months leave as 'Leave Preparatory to retirement' or in lieu thereof six months' total salary last drawn should be paid.

14. **Security of Service.**—No employee shall be victimised for Trade Union activity.

15. **Grace Time.**—A grace time of 15 minutes shall be allowed before the employees are marked late. If an employee is late with prior permission, no late mark should be made.

16. **Bonus.**—All employees shall be paid 25 per cent of annual gross wages as bonus per year and the same shall be paid on or before 30th June of every year.

17. **Free Medical Aid.**—All the employees shall be entitled to free medical aid for selves and their dependents. All the cost of hospitalisation, medicines and doctors' bills shall be borne by the employer and the same shall be paid within a week from the date of production of the bills.

18. **Gratuity.**—An employee who ceases to be in the employment of the Company for any reason whatsoever shall be paid gratuity at the rate of one month's last drawn wages multiplied by the number of years service, part of the year over six months being reckoned as one year for this purpose.

19. **Working Hours.**—The working hours for employees in Grades C, D, E and F shall be 33 hours a week and 35 hours for employees in Grades A and B, with a recess of 60 minutes from 1.00 p.m. to 2.00 p.m. The Company shall observe 5 days' week i.e. from Monday to Friday.

20. **Retirement Age.**—The age of retirement of every employee shall be 60 years.

21. **Provident Fund.**—(a) All the employees shall be made members of the Provident Fund.

(b) The rate of contribution shall be 10 per cent of the total emoluments with equal contribution by the Company. The Employees shall however, be allowed to contribute voluntarily upto 20 per cent of their total emoluments without corresponding contribution from the Company.

(c) Interest at a minimum rate of 6 per cent shall be paid on the total contribution of the employees and of the Company.

(d) Unclaimed funds shall be distributed *pro rata* every three years amongst the existing employees from time to time.

(e) Full benefits of the Fund shall be permitted to the employees on completion of five years service.

(f) Loan from the Provident Fund to the extent of six months salary or 90 per cent of the Employees' contribution, whichever is more shall be granted to the employees at a time.

22. **Board of Trustees.**—On the Board of the Provident Fund Trust, the employees and the employer shall have equal number of representatives. Employees' representatives shall be elected by themselves by simple majority of votes. Re-election of the employees' representatives shall be held every two years unless necessitated earlier by death or resignation or recall by a majority of the employees.

23. **Uniforms to Employees in the Grade of 'A'.**—An employee of Grade 'A' shall be provided with the following outfit annually:—

1. Summer uniforms	. . . . .	Three sets.
2. Umbrellas	. . . . .	One
3. Footwear	. . . . .	Two pairs.
4. Rain Coat	. . . . .	One for those who are to do out door duties.
5. Caps or Headwear	. . . . .	Two
6. Winter Uniform	. . . . .	Two sets of woolen clothes.

24. *Temporary Staff.*—The Company may employ temporary employees for performing duties of purely temporary nature. But such staff in no instance shall exceed more than 3 months in temporary service after which he shall be treated automatically in permanent service from the date of appointment.

25. *Confirmation.*—Employees shall be confirmed after 3 months' probationary service automatically. No medical test shall be taken at the time of confirmation.

26. *Promotions.*—No direct recruitment shall be made in Grades C, D, E & F. A higher post and all vacancies of such posts shall be filled in by way of promotion from among the existing staff. The promotions shall be made on the basis of seniority of the employees. Employees in Grades A and B shall be absorbed in Grade 'D' on passing the S.S.C., S.S.L.C. or equivalent examinations or Licentiate Examination of Federation of Insurance Institute.

27. *Maintenance of Seniority.*—The Company shall maintain an upto date list of the employees employed in the Company strictly in accordance with the seniority of service and the same shall be kept open for an inspection by the employees as and when required.

28. *Sectional Holidays.*—10 Sectional Holidays shall be granted to all employees of the Company every year as recommended by the Union.

29. *Holiday Home.*—The Company shall provide holiday homes at Hill Stations for all the employees of the Company during their vacation.

30. *Housing Scheme.*—The Company shall provide accommodation under a housing scheme to all the employees of the Company. Interest free loans upto 80 per cent of the cost of the house/block/tenement shall be granted to employees who desire to acquire housing accommodation.

31. *Introduction of New Grades.*—No new or intermediary grade other than those mentioned in this Charter of demands shall be created by the Management.

32. *Festival Advance.*—A sum equivalent to one month's total wages including all allowances shall be paid to all the employees as Festival advances. This amount shall be reimbursed in 10 equal instalments.

33. *Holidays.*—All holidays declared as Public Holidays under the Negotiable Instruments Act 1881, shall be granted to the staff.

34. *Transfer.*—No employee shall be transferred from one place to another place without his/her prior written consent.

35. *Allowance During Suspension.*—During the suspension of an employee he shall be paid an allowance equal to 75 per cent of his total wages.

36. *Trade Union Right.*—The All India Insurance Employees' Association and its affiliated units shall continue to be given due recognition and such facilities as allowing to hold Trade Union meeting in Office premises and use of Notice Board should be allowed.

37. *Existing Rights and Privileges.*—Nothing contained in this Charter shall adversely affect or take away from any employee or group of employees any right, privilege or usages, practices or conventions, emenities or other conditions of service that are already vested in or enjoyed by such employee or group of employees.

38. *Date of Effect.*—All benefit stated in this Charter of Demands shall have effect on and from the 1st day of March 1966, except where otherwise stated."

2. Later on, the Central Government by Order No. 22/8/68-LRIII dated 25th November, 1968, transferred the reference to this Tribunal No. 2, Bombay.

3. The facts giving rise to this reference are as follows:—

(i) The existing pay scales, Dearness Allowance, and other condition of service of the employees employed in Head Office at Bombay of the Company under reference are detailed in Annexure 'B' to Ex. 1/W, which is a memorandum of Settlement and has been terminated by giving two months notice on 8th March, 1966.

(ii) The employees in Calcutta are governed by a separate settlement dated 19th November, 1965. Copy of this settlement is annexure 'C' to

Ex. 1/W. This settlement also expired on 30th October, 1966. The same has been duly terminated.

- (iii) As regards the service conditions in other offices, there are no regular service conditions and the management has been unilaterally issuing orders from time to time. These conditions of service are even much below the level of the settlements referred to above.
- (iv) The All India Insurance Employees' Association submitted a charter of demands on the Management of the All India General Insurance Co. Ltd., on behalf of all the workmen employed in the company throughout the country.
- (v) According to the Association the service conditions of the workmen in the company are very much inadequate and require radical changes. The pay scales are related to the base year 1939 and the dearness allowance is not linked with the Consumer Price Index. It is by now well recognised that relating the basic pay scales to the 1939 base year is quite unrealistic and the time has come when the base year has to be shifted to the 1949 price level if not 1960 price level for the purpose of determining the scales of pay. In the absence of linking of the dearness allowance with the consumer price index, it has also caused hardships to the workmen in as much as the real wages of the workmen have gone down very rapidly as the prices have been rising too steeply. The wage structure in a number of other insurance companies has undergone a complete change during this period, so much so, a substantial portion of dearness allowance has been merged with the basic salary in a number of insurance companies, the Banking Industry, Central Government Offices, Oil Companies and several other establishments, and dearness allowance has been linked with consumer price index in almost all the industries, thereby automatic adjustments in the dearness allowance take place resulting in neutralisation of any rise in the cost of livings to some extent.
- (vi) According to the Association, there has been substantial change in the circumstances since the previous settlements were arrived at. The financial position and paying capacity of the company under reference, as well as the industry as a whole have improved materially entitling the workmen to claim a living wages. Further the whole concept of wage and the entire wage structure in almost all the industries have also been changing. The previous settlements were arrived at on an 'ad hoc' basis and they cannot be used by the employers as an argument or as a basis for the present adjudication.
- (vii) According to the Association, after submission of the Charter of Demands by the All India Insurance Employees' Association, the Association made efforts to arrive at an amicable settlement with the management but all their efforts failed to bear fruit. However, both the parties ultimately agreed to refer these demands for adjudication under Section 10(2) of the Industrial Disputes Act, 1947 by a settlement dated 15th April, 1967 vide annexure 'D' to Ex. 1/W. By the same settlement the employer also agreed to pay a Relief as prescribed therein.
- (viii) On the receipt of the joint application by the Central Government for reference of the industrial dispute existing between the parties in respect of the matter set forth in the application and reproduced in the Schedule mentioned above, this reference was made.

4. At the outset, it may be noted that All India General Insurance Co. Ltd. will be hereinafter referred to as 'the Company' and the All India Insurance Employees' Association, Calcutta will be hereinafter referred to as "the Association."

5. The Association has filed written statement at Ex. 1/W and rejoinder at Ex. 4/W, giving various grounds in justification of their demands made in this reference. The company has filed written statement at Ex. 2/E and rejoinder at Ex. 3/E, raising various contentions for not allowing the demands of the workmen.

6. The dispute referred to this Tribunal is regarding revision of existing scales of pay, Dearness Allowance and other service conditions including Gratuity, Provident Fund, Leave, etc.

DEMAND NO. 1—'All the Demands contained herein below shall apply to all the employees employed in India in the All India General Insurance Company Limited'.

7. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The company submits that the conditions in different regions in India differ very widely and therefore, the demands of the workmen which are common to all the employees in different centres is improper, as it ignores the special features of different regions in regard to cost of living, standard of living, working conditions etc. etc."

8. It is true that conditions in different regions in India differ very widely. Standard of living and working conditions at different places cannot be the same. On account of this, the company in question is giving special allowance (city allowance) to its employees at some places. This allowance makes sufficient compensation for meeting the needs of the employees concerned working at different places. It cannot, be, however, said that the demand of the workmen that all the demands made in this reference should apply to all the employees employed in India in the All India General Insurance Company Limited, is in any way improper.

9. It appears that All India General Insurance Employees Association, Calcutta, submitted the charter of demands on 28th March, 1966 to the All India General Insurance Company Limited on behalf of the employees throughout India. Thereafter both the parties entered into agreement dated 15th April 1967. By this agreement Annexure 'D' to Ex. 1/W, both the parties agreed to refer the charter of demands submitted by the All India General Insurance Employees' Association, for adjudication under Section 10(2) of the Industrial Disputes Act, 1947 within 15 days from the date of settlement.

10. The Company also agreed to give retrospective effect to the award of the adjudicator from various dates in respect of branches concerned as mentioned in para. 4 of the annexure 'D' to Ex. 1/W. It, therefore, appears to me that the intention of the parties is that the demands made in this reference would apply to all the employees employed in India in the All India General Insurance Company Limited.

11. In short, considering the statements at Ex. 1/W, 2/E, Annexure 'D' to Ex. 1/W and the arguments of the parties, I am of the view that this Award would apply to all employees employed in India in the All India General Insurance Company Limited. I, therefore, accept the demand No. 1 and pass the following order:—

ORDER

This Award would apply to all employees employed in India in the All India General Insurance Co. Limited.

DEMAND NO. 2—Classification of Employees.

12. As regards this demand, the Association's case as made out in paras, 18 and 19 of the Ex. 1/W is as follows:—

"At present there is no scientific and proper classification of employees into different categories. The employees are not placed in the grades appropriate to the nature of duties performed by them. Moreover, the employees who are required to perform the duties which call for higher skill, educational qualifications and experiences are not given any higher status of scales of pay. Proper recognition is not given to the skilled and efficiency shown by the employees in relation to the job performed by them. It is, therefore, absolutely necessary that the classification of employees into different categories as well as their pay scales be introduced. The Association, therefore, submits that the workmen may be reclassified into the following categories:—

- (a) SWEEPERS, PEONS, WATCHMAN AND HEAD PEONS SHALL BE PLACED IN GRADE 'A'.
- (b) DRIVERS SHALL BE PLACED IN GRADE 'B'.
- (c) RECORD CLERKS SHALL BE PLACED IN GRADE 'C'.
- (d) ASSISTANTS, TYPISTS, TELEPHONE OPERATORS, COMPTISTS AND ADREMA MACHINE OPERATORS SHALL BE PLACED IN GRADE 'D'.

- (e) SENIOR ASSISTANTS, SENIOR TYPISTS AND STENOGRAPHERS SHALL BE PLACED IN GRADE 'E'.
- (f) SECTIONAL HEADS AND ASSTT. SUPERINTENDENTS SHALL BE PLACED IN GRADE 'F'.

While making the demand for the reclassification of the employees, the Association has taken into account the existing classification of employees in the Insurance Industry as a whole and has also taken into account the nature of work performed by each category of employees. The demand is based on a very scientific and proper job evaluation of each category of workmen. The reclassification of the employees on the above basis will introduce uniformity and standardisation in the entire Insurance Industry in this behalf."

13. The company's case in respect of this demand, as made out in the written statement Ex. 2/E is as follows:—

"The workmen have demanded classification of the employees in different categories. It is submitted that the classification demand is not warranted in the case of the company, which is a small company and which employs only about 120 persons. Further, in some centres there are hardly one or two employees only. The classification agreed to in the earlier agreements, namely, (a) Assistants, (b) Sub-Assistants, (c) Sub-Staff and (d) Driver are quite adequate. There is no justification for elaborate classification and different grades and scales of pay."

14. The learned Advocate Shri Kothari for the company contends as follows:—

- (i) The classification in this company is a result of 26 years of working, out of which for the past 15 years, the existing classification has been continuing successfully by way of settlements with the Union. It is, therefore, obvious that the classification evolved out of such long work, which suits the needs and necessities and business situation, particular to this Company, cannot be disturbed, so lightly or all of a sudden, that too in the absence of any data or material justifying the change. The Hon'ble Supreme Court in Balmer Lawrie case, reported in 1964 1 LLJ, 380, has clearly laid down that if classification works satisfactorily in a company, it should not be disturbed. No evidence has been produced before Hon'ble Tribunal to suggest any single instance of dis-satisfaction harboured by any employee in respect of the present classification at any time prior to the Charter of Demands.
- (ii) Pleading of the Association on the point of classification are as vague as devoid of any substance and no material details or facts have been given to justify the demand. It is settled rule of pleadings that in the absence of material or data in the pleadings, no case can be made out by the party. Apart from this allegation of the Association that the present classification is not based on scientific evaluation is incorrect, as no job evaluation has been done by the Association itself nor any report based on any job evaluation has been produced before the Hon'ble Tribunal, much less scientific, there is no evidence available. It has not shown even in the arguments as to how different jobs have been evaluated and as to how the Association has contended that the job evaluation is not scientific, particularly when the present classification is by means of settlement with the Union in this company. It is a settled rule of industrial law that in order to prove any classification or need for re-classification, which is demanded in this case, proper data and material should be brought on record. This should comprise of the nature of duties, job functions performed by various employees, etc. and their relative worth.
- (iii) Though contending that the present classification is unscientific, the Association has only made an unscientific demand by seeking to apply classification prevailing in large companies to this small company. Even in respect of those large companies, for which tables of wages etc., have been reproduced, it has not been shown as to how the job duties are discharged by different categories of employees in those companies and the quantum of work done by employees. It is a matter of common knowledge that under the same nomenclature, various duties are performed by various persons in various companies suiting to the needs of the companies, and even varied duties would depend upon the

quantum of work available for such job function in a particular company. By no stretch of imagination or comparison, it can be said that the same nomenclature implies same duties. It is, therefore, absurd and incorrect to compare merely by nomenclatures and it is because of this that the Hon'ble Tribunal's have always been stressing for details and datas.

- (iv) Classification, like other issues, has also to go by the rule of comparable concerns, and as has been shown that this company is comparable to Calcutta Insurance Co. Ltd., it would be obvious from Ex. E/90 the settlement in Calcutta Insurance Co., that the classification in that company is more or less comparable to this company.
- (v) The demand for supervisory cadre, which was confined originally to Head Office, has later on at reply stage of arguments, been extended to cover all Branches also. The demand is so absurd that if Supervisors or Superintendents have to be provided at Branches, there would be more of Supervisors and less of supervised personnel. Most of the Branches are manned by one or two employees. As for Head Office the Supervisory duties are already assigned to Officers in the Company and to have another set of supervisors will be multiplying the supervisory personnel and would be most uneconomical to the organisation. It has also not been shown that if the supervisory duties are to be discharged, as suggested by the Association, then what functions would be assigned to the existing officers. It is known principle of prudence and business that the need for Supervisors arises only when there is sufficient number of persons working in the lower cadre and in small company, this situation generally does not arise, because the managerial executives are there to supervise and manage the small establishments that the companies may have. Even the statement Ex. 5/W prepared by the Association will show that out of 36 companies, there are hardly seven companies, which have got Section Heads and those companies are not at all comparable to this Company. It cannot therefore be said that there is any prevailing practice in the Industry to have Sectional Heads or such Supervisory personnel. Lastly, it has not shown by any evidence or material as to what are the duties for which supervisors are needed or sectional heads are required, or whether any situation really exists for such classification and in the absence of such material, no adjudication of any significance is possible. The demand on this account, therefore, deserves to be rejected.
- (vi) As for Assistants, apart from the arguments and misleading questions in cross-examination of Shri Parameswaran, there is no evidence worth mentioning. It is submitted that there is no need to have two categories of Assistants and Senior Assistants. No data or material have been placed before the Hon'ble Tribunal as to who will man the cadre of Senior Assistants, what will be the duties and what will be the criteria for selection of Senior Assistants etc. and therefore, no adjudication is possible in abstract. As for the cursory reference made to the affidavit of Shri Parameswaran in cross-examination that some assistants are doing technical work and some others are doing only ordinary routine work, the learned Counsel for the Association is only trying to build up a case that those who are doing the alleged technical work should be given a separate category. However, the demand itself does not conceive of this distinction, because nowhere it is said that there should be one category doing ordinary clerical work and another section doing technical work. In fact, classification is claimed on seniority basis (Senior Assistants) and not on work basis, e.g. ordinary assistants and technical assistants. A new case cannot be made out like this. Again, it is nowhere said that those who are doing technical work should be placed in Senior Assistants category, or so. The term technical, which was put in cross-examination to the witness, has to be taken in common parlance meaning rather than in any well defined concept of technical sense. What the witness referred to meant was that some persons who are working in fire or particular department, should have knowledge of particular work done in that department, and there are persons who are doing work of general or miscellaneous nature, say for example, clerical, filing, despatching, maintaining of records etc. This is so, because in every company there is a good amount of general work of ordinary

nature to be transacted and there is other work of particular nature depending on the business of the Company which is to be done by persons in the particular department. Merely because a person working in a particular department has to know certain things about the working of the department would not distinguish him from another assistants who may be doing work of ordinary routine nature. Whether ordinary or technical, knowledge is necessary for every type of work e.g. even filing, despatching, indexing, requires special knowledge of those trades. The categories of Assistants cannot therefore be demarcated as those doing technical work and those doing ordinary work. It is further particular to note that in other insurance companies also which are relied upon by the Association there is no such demarcation of this type, much less there is any evidence.

- (vii) The Hon'ble Tribunal will further bear in consideration that any disturbance in classification as suggested by the Association is likely to create more burden on this account and since the company has no capacity to bear any burden, it would not be justified in disturbing the present classification in this Company.

15. Shri Madan Mohan, Vice-President of the Association has submitted before me as follows:—

- (i) Shri P. S. Parameswaran was cross-examined on point of classification of employees before the learned counsel of the company commenced his arguments and the learned counsel was fully aware of the case of the Association on this point. In spite of this, he did not deal with the subject during the course of his arguments. It is only later on he is trying to raise various points.

- (ii) In large number of Insurance Companies all these categories exist and it has been shown during the cross examination that the jobs of different nature do exist in this company as well. It does not require much of an argument to show that an ordinary clerical work is not the same as the clerical work which requires technical knowledge of Insurance Tariff and knowledge of drafting, correspondence, Insurance Policies, Endorsements, underwriting, settlement of claims, preparation of bordereau and typing of bordereau etc.

16. The relevant portion from the statement of Shri P. S. Parameswaran, Secretary of the All India General Insurance Company Ltd. Bombay during his examination (Ex. 95/E) is as follows:—

"Our company has got a Divisional Office at Coimbatore in which there are 13 employees. In Calcutta, the branch office has got 5 persons. In Hyderabad our branch has got 4-5 employees. In New Delhi we have got 2-3 employees. These employees do not include officers. In the head office we have got 45 employees excluding officers. We have got 13 temporary employees in addition in the head office.

In Divisional Office, Coimbatore, Policies are issued. There is no underwriting of business. Policies are issued at Calcutta as well as in Hyderabad but not in New Delhi. Cover notes are issued in Delhi Branch. Insurance claims are settled at Calcutta, Hyderabad and Coimbatore to some extent. We also give instructions to settle claims in Delhi Office. Accounts in respect of all transactions are maintained in our offices at Calcutta, Coimbatore and Hyderabad and not at Delhi. Subject to the approval of the Head Office Field Officers are appointed by our branch offices at Calcutta, Hyderabad and Divisional Office at Coimbatore.

In the Head Office we have got separate department, for fire, Marine, accident and accounts.

The employees in our Insurance company are required to have knowledge of tariff, rules and regulations of Insurance. In each department there is one person to supervise the work of the employee working in that particular department under him. In each department some employees do only ordinary routine work. Others do technical work involving knowledge of tariff and other rules and regulations.

There is a driver in the company at the Head Office. There is a driver at Coimbatore also. There is one sweeper at Head Office. He is on part time basis. At other places peons perform the duties of

Sweepers. There are about 15 peons in the Head Office. There is also Havildar at Head Office. One peon is asked to do Telephone operation. Peons are required to do filing of papers, pasting of documents and pasting of warranties on the policies. Some peons do despatch work and some peons do bank work."

17. In the first place, the examination of Shri P. S. Parameswaran, Ex. 95/E shows that in each department of the company some employees do only ordinary routine work and others do technical work involving knowledge of tariff, rules and regulation of Insurance. Relying on this statement, it is contended that there should be two classifications of employees one for doing ordinary routine work and others for doing technical work involving knowledge of tariff rules and regulations of Insurance. This contention cannot be upheld.

18. It is not the Association's demand that there should be classification on the basis of clerk doing ordinary routine work and on the basis of clerk doing technical work involving knowledge of tariff, rules and regulations of Insurance. General Insurance Industry requires technical hands having knowledge of tariff, rules and regulations of Insurance. These hands are also expected to do ordinary clerical work in addition. It may be for the sake of convenience that some persons might be allowed to do ordinary clerical work and some for technical work involving knowledge of tariff, rules and regulations of Insurance. Even then the category of these persons remain the same i.e. clerical cadre. Two categories on the basis of ordinary work and technical work in respect of clerks cannot be justified.

19. Shri Parameswaran admits that in each department of the company there is a person to supervise the work of those who work under him. Relying on this statement it is contended that grade of Section heads be created. It appears that this company is not very big company. In some branches there are only 2, 3 persons, in some branches 4, 5 persons. Taking these facts into consideration and having regard to the fact that company gets the supervisory work done through its officers there appears to be no justification for creating the cadre of Section Heads, Assistant Superintendents.

20. Statement Ex. 5/W is a comparative statement showing wage scales applicable to Assistants, Senior Assistants and Section Heads in the Insurance Company under reference and other Insurance companies. Statement Ex. 6/W is a comparative statement showing wage scales applicable to peons, Drivers, Record clerks and Stenographers in the Insurance Company under reference and other Insurance Companies.

21. From Statement Ex. 6/W it appears that out of 36 companies, only 7 companies are having separate cadre of record clerks. The remaining 29 companies including the company in question are not having the cadre of record clerks. As there is no prevailing practice and trend in the General Insurance Industry in having the cadre of record clerks, the Association's demand for creating a separate cadre of record clerks cannot be accepted.

22. As regards the drivers, majority of the companies are having separate cadre. The company in question has also got a separate cadre for drivers as well as peons (sub-staff). These two cadres existing in the company would therefore continue.

23. As regards Stenographers, out of 36 companies 33 companies are having separate cadre. Only 3 companies including the company in question are not having separate cadre for stenographers.

24. The Association's demand is that Stenographers should be placed along with Senior Assistants and Senior Typists in grade (E). The Association has not claimed any special cadre for stenographers. There is therefore no question of creating any new special cadre for stenographers. The company in question is giving special allowance for persons working as stenographers. He is placed in the cadre of Assistants. There is therefore no justification for creating any special cadre for Stenographers.

25. From the Ex. 5/W it appears that out of 36 companies only two companies including the company in question are not having a separate cadre for Senior Assistants. The remaining companies are having separate cadre for Senior Assistants.

26. Shri Parameswaran's evidence shows that the company in question has got divisional office at Coimbatore in which there are 13 employees. In Calcutta, the branch office has got 5 persons. In Hyderabad the branch office has got 4-5 employees. In New Delhi the branch office has got 2-3 employees. In the Head Office the company has got 45 employees. In addition to these employees there are officers. It also appears that the company in question gets all supervisory work done through officers. Taking these facts into consideration, I am of the view that the Association's demand for creating separate cadre for Senior Assistants, Senior Typists and Stenographers and placing them in the Grade (E) cannot be accepted.

27. From the statement Ex. 5/W it is crystal clear that all the 36 companies are having separate cadre for Assistants. The Association's demand is that Assistants, typists, telephone operators, comptists and Adrema Machine Operators should be placed in separate cadre in grade (D). As I am not allowing any separate cadre for typists and stenographers, the same will have to be included in the cadre of Assistants. The existing cadre of assistants alongwith these categories is to continue in the company in question.

28. The Association's case is that demand for re-classification is made taking into account the existing classification of employees in the Insurance Industry as a whole and the nature of work performed by each category of employees. It further contends that the demand is based on a very scientific and proper job evaluation of each category of workmen. The re-classification of employees will introduce uniformity and standardisation in the entire Insurance Industry.

29. The Association has not adduced any evidence to show as to how it is on scientific basis and proper job evaluation of each category of workmen. In the absence of convincing and reliable evidence the Association's demand for re-classification of employees cannot be accepted. In the present case, this reference is restricted to the employees of the company in question and not all the employees working in different Insurance companies. The question before me is not re-classification of employees working in the Insurance Industry as a whole. The question of introducing uniformity and standardisation in the entire Insurance Industry is not for adjudication. Hence the contention raised by the Association in this respect cannot be accepted.

30. The present classification of employees in the company is existing for the last 26 years. It suits the needs of the company. The number of employees at the branch offices is very small. Naturally these few employees have to do different jobs at different branches of the company because of different needs of the branches.

31. As the existing classification is not shown to have caused any hardship to the employees, there is no justification in disturbing the same. I am, therefore, of the view that the Association's demand for re-classification of the employees into various grades as mentioned in this demand cannot be upheld. It deserves to be rejected.

32. I, therefore, pass the following order:—

ORDER

The demand is rejected. This existing classification of employees of the company is to continue uniformly in all branches of the company all over India.

DEMAND NO. 3 AND 4. Scales of Pay and Dearness Allowance

33. The next point for consideration is whether the scales of pay, Dearness Allowance and other service conditions of the employees in the company need revision. My finding on this point is in the affirmative for the following reasons:

34. The existing scales of pay and Dearness Allowance of the employees in the company at various places are as follows:—

Pay Scales:

Bombay and Calcutta

Assistants : 70-5-75-8-107-10-157-12-205-EB-14-275-15-290-10-300-15-360 (25 years)
Peons : 35-3-50-4-70-5-110

Coimbatore :

Assistants : 70-5-80-8-120-10-170-12-230-EB-230-14-300-15-330.

Sub-Asssts.: 45-4-65-5-130.

Peons : 35-3-50-4-70-5-80.

New Delhi :

Assistants : 70-6-100-8-140-10-190-EB-190-10-230-12-2-90-10-300.

Peons : 30-3-45-2-60-3-80.

*Dearness Allowance**Bombay and Calcutta :*

Assistants : Upto Rs. 100/- of basic	: Rs. 65/- per month
From Rs. 101/- and over	: Rs. 65/- plus 10% of basic salary in excess of 100/- Max. Rs. 95/-
Peons :	Rs. 50/- per month.

Coimbatore :

Assistants : Upto Rs. 100/- of basic salary	: Rs. 60/- per month
From Rs. 101/- and over	: Rs. 60/- per month plus 10% of basic salary in excess of Rs. 100/-.

Sub-Asssts:	} : Flat rate of Rs. 45/-p.m.
Peons & Driver:	

New Delhi :

Assistants : Upto Rs. 100/- basic	: Rs. 50/- per month
From Rs. 101/- and over	: Rs. 50 per month plus 10% of basic salary in excess of Rs. 100/-
Peons :	: Rs. 40/- per month.

35. It appears that subsequent to the settlement dated 2nd November 1963, Annexure 'B' to Ex. 1/W in respect of employees of Bombay and Annexure 'C' to Ex. 1/W (Settlement dated 19th November 1965) in respect of employees at Calcutta Branch, an additional amount of 10 per cent of the gross remuneration i.e. Basic Salary and all allowances as defined in the Bonus Agreement with the Company, subject to a minimum of Rs. 15 and a maximum of Rs. 30 per month, was allowed to each employee under settlement dated 15th April 1967. Annexure 'D' to Ex. 1/W, with effect from different dates in respect of the employees working at different places as mentioned below:

Head Office Bombay	1st March, 1966.
Calcutta & Offices under them	1st November, 1966
Coimbatore & Offices under them	1st March, 1967
Delhi & Offices under them	1st January, 1967
Rest of the employees anywhere in India	1st January, 1967.

36. According to the Association:

- (i) the existing scales of pay are inadequate,
- (ii) the pay scales are related to the base year 1939,
- (iii) the Dearness Allowance is not linked with the Consumer Price Index,
- (iv) there has been substantial change in the circumstances since the settlements were arrived at,
- (v) the previous settlements were arrived at on an ad-hoc basis,
- (vi) for these reasons, the existing scales of pay, Dearness Allowance and other service conditions of the employees of the company be revised.

37. The existing scales of pay, Dearness Allowance and other service conditions of the employees were the outcome of the agreements between the parties. The agreement dated 2nd November, 1963 Annexure 'B' to Ex. 1/W was terminated by giving 2 months notice on 8th March, 1966. The second agreement dated 19th November, 1965 Annexure 'C' to Ex. 1/W expired on 30th October, 1966. It was also duly terminated.

38. While making joint application for referring the dispute to the Tribunal, the company agreed to give interim relief of 10 per cent of the gross remuneration (Basic salary and all allowances as defined in the Bonus Agreement with the company) subject to a minimum of Rs. 15 and a maximum of Rs. 30 per month, under settlement dated 15th April, 1967 Annexure 'D' to Ex. 1/W. The reference was made to the Tribunal on 2nd November, 1967.

39. On 7th November, 1968, there was further settlement Ex. 86/W, under which the second relief was given. It may be noted that this relief is in substitution of the first relief. It is agreed under Ex. 86/W that those employees who are mentioned in Clause 2 hereunder, interim relief upto 17½ per cent of the gross remuneration (viz. basic salary and all allowances as defined in the Bonus Agreement with the Company excluding the payment made as per clause No. 2 of the Settlement dated 15th April, 1967, entered into between the parties) plus Rs. 10 subject to a maximum of Rs. 65 per month or a minimum of Rs. 35 per month, as the case may be provided that for the employees of the Company working at places other than Bombay, Calcutta, Ahmedabad and Delhi the minimum shall be Rs. 30 and not Rs. 35.

40. Clause 2 of the Ex. 86/W is as follows:—

- "2(a) The interim relief mentioned in Clause 1 above shall be paid to those employees of the company who are on the date of this Settlement getting the relief as per Clause No. 2 of the Settlement dated 15th April, 1967 entered into between the Parties, provided such employees are on the pay roll of the Company as on the date of this Settlement.
- (b) Interim relief as mentioned in clause 1 above shall also be paid to those employees who have been confirmed as permanent employees prior to the date of this Settlement, provided their starting salary at the beginning of their employment with the company was the minimum salary payable according to the clerical grade of the company, if they are working as Assistant and according to the Peons and Sub-staff grade of the Company, if they are working as Peons and sub-staff.
- (c) Employees who are on the date of this Settlement working with the company as unconfirmed employees shall be paid interim relief as mentioned in Clause 1 above from the date of their confirmation as permanent employees provided their starting salary at the beginning of their employment with the Company was the minimum salary payable according to the clerical grade of the Company if they are working as Assistant and according to the Peons and Sub-staff grade of the company, if they are working as Peons and Sub-staff.
- (d) Employees who would be employed after the date of this Settlement will receive the interim relief as mentioned in Clause 1 above from the date they are confirmed as permanent workmen, if and only if they are not already getting the interim relief at the time of their confirmation."

41. The circumstances under which two interim reliefs have been given to the employees one before making this reference and the other pending this reference indicate that the existing scales of pay and dearness allowance and other service conditions of the employees were not adequate and there has been change in the cost of living since then.

42. The statement showing all India working Class Consumer Price Index Number, base year 1949=100 for the years 1962 to 1969 (Ex. 25/W) is as follows:—

"Month	Year 1962 Index No.	Year 1963 Index No.	Year 1964 Index No.	Year 1965 Index No.	Year 1966 Index No.	Year 1967 Index No.	Year 1968 Index No.	Year 1969 Index No.
January . . .	127	130	140	165	173	197	220	207
February . . .	127	129	142	162	174	198	217	205
March . . .	127	130	143	159	174	200	213	207
April . . .	128	131	144	160	175	202	214	208
May . . .	129	132	147	161	181	206	212	210
June . . .	130	134	150	163	185	211	214	216
July . . .	132	135	154	168	188	213	213	218
August . . .	133	136	156	170	190	215	216	218"
September . . .	133	137	159	172	191	214	218	
October . . .	134	138	163	172	192	217	219	
November . . .	133	138	163	173	194	216	214	
December . . .	131	140	164	173	197	214	208	

43. A perusal of this statement clearly shows that consumer Price Index number has gone high from 127 in January, 1962 to 218 in August, 1969. At the time of making this reference on 2nd November, 1967, the Consumer Price Index No. was 216. It is clear that there was a rise by 78 points.

44. As the cost of living is going high since 1963 the existing scales of pay and Dearness Allowance and other service conditions of the employees need some revision. The case for revision of the wage structure exists when there has been a rise in the cost of living and consequent change in the economic conditions in the region since the time when the wage scales were last fixed. The ruling in French Motor Co. Ltd. and their workmen reported in 1962 II, LLJ, Page 744 supports this view.

45. The Association contends in its statement of claim at Ex. 1/W para. 59 that the existing wages of the employees in the company are less than the minimum need-based wage standard. The minimum wage is the starting point and the irreducible minimum below which no industry should be allowed to go. It must be at a level above the bare minimum required for mere subsistence and bare physical needs of the workers and his family and must provide also for the preservation of the efficiency of the workers and for some measure of education for his children, medical requirements and amenities. It is the lowest limit or floor below which no workers should be paid. It should be fixed solely on the requirements of the workers and his family and in fixing the minimum wage no regard should be had to the capacity of the Industry to pay, because the Industry which cannot pay the minimum wage had better not exist at all. It has been laid down in the case of Crown Aluminium Works Vs. their workmen, 1958, I, LLJ, page 1, that if an industry is unable to pay to its workmen atleast a bare minimum wages, it has no right to exist. The same view has been also taken in the case of Express News Papers Vs. Union of India and others, 1961, I, LLJ, page 339. In view of this legal position it is crystal clear that if the existing scales of Pay and Dearness Allowance are below the need based wage standard they will have to be revised irrespective of the fact as to whether the company has got paying capacity or not.

46. The minimum wages for the average family has to be based on the requirements for (1) Food, (2) Clothing, (3) Housing, (4) Fuel and lighting, (5) Preservation of health and efficiency, (6) Children's education, (7) Medical requirements, (8) Recreation, (9) Social obligation and other amenities.

47. The next question is as to what should be the size of the family. Another question is what constitutes and satisfies the requirements of the family of a workers in terms of money. Both these questions have been exhaustively dealt with by the 15th Tripartite Indian Labour Conference, held at Delhi in 1957. The said Conference was attended by the representatives of the employers, employees and various State Governments. This conference made a resolution, regarding minimum need based wages. The salient features of its resolution are as follows:

"While accepting that minimum wage was need-based and should ensure the minimum needs of the industrial worker, the following norms were accepted as a guide for all wage fixing authorities including minimum wage committee, wage boards, adjudicators, etc.

- (i) In calculating the minimum wage a standard working class family should be taken to comprise three consumption units for one earner, the earnings of women, children and adolescents being disregarded.
- (ii) Clothing requirements should be estimated 72 yards per annum for a worker's family for four persons.
- (iii) Minimum food requirements should be calculated on the basis of Dr. Akroyds' recommendations for an average Indian adult of moderate activity.
- (iv) In estimating house rent for the purposes of fixing the minimum wage the rent for the corresponding minimum area provided for in the Government Industrial Housing Scheme should be taken into consideration.
- (v) Fuel lighting and other miscellaneous items should constitute 20 per cent of the total minimum wages."

48. According to the Association, the food expenditure on 4.8 consumption unit family at the cost of living index figure of 360 with 1939—100 as base year will be Rs. $7.50 \times 4.8 \times 3.6 =$ Rs. 130. It has been found by various enquiry committees that Rs. 6 for food, Rs. 1.50 for spices was necessary on the cost of living of 1939 for every consumption unit of working class family. The expenditure of clothing of 85 yards per annum for a family of 4.8 units will be Rs. 10 per month taking Rs. 1.50 as the price per yard in that year. In respect of housing also Rs. 30 may be taken as the basis for calculating the pay scales. To the above, expenditure will be added 20 per cent as the miscellaneous expenses. The total amount would come to Rs. 204.

49. According to the Association, it has been calculated that for August, 1959 price, in the City of Bombay, the minimum need based wage on 3 consumption unit family comes to Rs. 221. Even if we calculate the figures on the basis of 3 consumption units the minimum need based wage for an unskilled worker in terms of 15th Indian Labour Conference norms, 1949 price level, will be much above the level of Rs. 120 as demanded by it.

50. According to the Association, the minimum wage of a middle class employee should be substantially higher than that of a subordinate employee. A middle class employee is called upon to meet higher responsibility and obligations which an industrial worker is usually not called upon to meet. It has been now universally accepted that a considerable co-efficiency has to be added in the case of middle class employee to the cost of living calculated for the industrial worker. Justice Rajyadhaksha has calculated that the co-efficiency should be 80 per cent. Adding 80 per cent co-efficient to Rs. 204 a middle class employee will need Rs. 367 for satisfaction of his minimum requirements. This calculation is further borne by the Survey of Middle Class families by the Central Statistical Organisation in 1958-59. The said survey has estimated that the monthly average family expenditure of a middle class family in Bombay during the year 1958-59 was Rs. 380.94. In spite of this forceful support it has demanded a minimum salary of Rs. 200 per month.

51. It is clear from the above say of the Association that the existing wages of the employees in the company are lower than the minimum need based wage standard.

52. On examining the existing wages of the employees in the company in the light of the present high cost of living, the resolution of the 15th Tripartite Indian Labour Conference held at Delhi in 1957 and the Survey of middle class family by the Central Statistical Organisation made in 1958-59, I am of the view that the existing scales of pay of the employees in the company are below the need based standard. Hence they require upward revision irrespective of the fact whether the company has got paying capacity or not.

53. The existing scales of pay were the results of agreements between the parties. These settlements were arrived at on an ad-hoc basis. They therefore need revision.

54. The Association contends that the existing scales of pay are related to the base year 1939 and Dearness Allowance has not been linked with the Consumer Price Index. As there has been abnormal rise in the cost of living since 1959, the scales of pay and rates of Dearness Allowance deserve to be revised.

55. The next point for consideration is whether the financial position of the company is sound or not. My finding on this point is in the affirmative for the following reasons :—

56. The Association contends that the financial position of the company is sound and that it is in a position to pay fair wage but it is not paying even the minimum wage.

57. In fixing the wage structure on a fair wage basis the Tribunal has to consider, not only the wages paid, in similar concerns in the same region, but also the financial capacity of the company to bear the burden of the increase.

58. The company has given the history of the company in Ex. 2/E, paras. 2 to 12 right from its inception to show how its financial position is precarious, how it was required to reduce its capital as mentioned below :—

"The company was started in 1944 with Rs. 37,50,00 consisting of a paid up capital of Rs. 31,25,000 and a premium of shares amounting to Rs. 6,25,000."

to Rs. 6,25,000, for transacting all classes of insurance business, viz. Life, Fire, Marine, Accident, etc. The Board of Directors consisted of prominent men in Trade and Industry, and the Management of the company was in the hands of Mr. S. B. Cardmaster, who came to join the services of the Company as its General Manager with a wide reputation from the New India Assurance Company Ltd.

The Company did apparently very good business in the first few years of its existence, but unfortunately, the working of the Company was uneconomic. It was found that as at the end of 1950, in addition to the loss of Rs. 6,25,000 being the premium on shares, there was also a loss of over Rs. 20 lacs in the General Department and a deficit of over Rs. 3 Lacs in the Life Department, thus showing a total loss of about Rs. 30 Lacs in the aggregate as at 31st December, 1949, against Rs. 37,50,000 with which the Company was started in 1944. As a result, the Department of Insurance of the Government of India in the years 1950 and 1951 warned the Company of the grave financial position and called upon the Company to remedy the situation by transferring the business to another sound insurer.

When the gravity of the situation became clear, the Board of Directors relieved Mr. Cardmaster from the General Managership of the Company, and appointed one of the Directors, as the Director-in-charge of the Company.

As the huge carried forward loss in the published accounts of the Company was standing in the way of developing of the Company, the Capital of the Company was reduced from Rs. 25 paid up to Rs. 8 paid up and thus, the shareholders lost a sum of Rs. 17 per share, in addition to a premium of Rs. 5 per share. Further, they lost a return on the capital invested by them in the company for almost 18 years from 1944 to 1962, and this heavy sacrifice on the part of the shareholders should not escape the serious attention of this Hon'ble Tribunal, when it considers the subject matter under reference.

Thereafter, the Company's attention was diverted to effect reduction in expenditure, improve efficiency, and bring down the cost of production of business. Efforts were also simultaneously made to develop the Life business of the Company, with a view to put the Company on a sound footing at the earliest possible moment. These efforts bore fruits to a certain extent, as the Company was able to build up a Life Fund of over Rs. One Crore and Seventeen Lakhs at the end of 1956 and the Company was also able to show a surplus in the Valuation, after wiping off the deficit and to declare a bonus to the Life Policy holders.

Unfortunately, Nationalisation of the Life Insurance Business early in 1956 wiped away completely all the improvements registered during the year 1950 to 1955, and the Company was once again left in a very difficult position. Even then, purely to help employment to a large number of its employees numbering over 100 all over the country, the Board of Directors decided to make an earnest attempt to work the Company, so that it may run on sound lines. Unfortunately, due to the unhealthy conditions prevailing in the industry on the one hand, and due to rising cost in the establishment expenses on the other, the Company continued to experience difficulties in its working.

There is a statutory control under Section 40(c) of the Insurance Act over the expenses, which the Insurance Companies are allowed to incur. So far as the Company is concerned, in spite of serious efforts made, it was not possible for the company to work under the provisions of the law in regard to expenses, with the result that the company received warnings from the Controller of Insurance for excess expenditure incurred during the years 1957, 1958 and 1959 for all classes of business.

As a result of these successive warnings, the Board of Directors were deeply worried as to what will happen to the Company, if the Controller of Insurance took further action after three successive warnings, as it is entirely in his discretion to refuse to renew our Licence to operate. In order to keep the Company going and to make one

more effort to see whether it may be possible for the Company to work under Law in regard to expenses, an assurance was given to the Controller of Insurance that the Company would take all possible steps to work under Section 40(c) of the Insurance Act from 1960 onwards and that he should not take any further steps against the Company. Thereafter, serious efforts were made in this direction and the Company was able to bring down the expenses of management within the reasonable limit during the years 1960 to 1965

It may however be pointed out that although the company was able to show reasonable improvement in the matter of its working under Section 40(c) of the Insurance Act during the years 1960 to 1965 and there was also improvement in the premium income of the Company there is yet absolutely no scope for incurring any further financial burden at the present moment. The working of the Company for the year 1966 has disclosed that the company is likely to get a warning from the Controller of Insurance for the year 1966. The working of the Company during 1967 also shows an unsatisfactory position so far as the expenses are concerned, and it is likely that at the present rate of working, the Company is likely to exceed the statutory expenses. Thus the Company is being faced with a serious problem once again regarding compliance with Section 40(c) of the Insurance Act.

So far as the Company's financial position is concerned, the working of the Company during the last five years has resulted as under:—

Year	Profit	Dividend paid	Percentage	Balance C/F
1962	66 963	50 000	5 ⁰⁰ / ₁₀₀	16 965
1963	61 383	50 000	5 ⁰⁰ / ₁₀₀	11 383
1964	71 875	62 500	6 ¹⁰ / ₁₀₀	9 375
1965	55 348	62 500	6 ¹⁰ / ₁₀₀	
1966	75 916	75 000	7 ¹⁰ / ₁₀₀	916

The Company, therefore, submits that from a perusal of the above figures, it will be clear to this Hon'ble Tribunal that there has been no change of circumstances for the better to justify any change in the present service conditions of the employees, which, if introduced, is bound to endanger the very existence of the Company itself.

The Company further submits that on a perusal of the Charter of Demands made by the Union, it will reveal that if the Charter of Demands is conceded, the additional burden that the Company will be called upon to bear annually would be of the order of Rs. 5 Lakhs. This will mean that within a period of two years, the balance Paid Up Capital of the Company amounting to Rs 10 Lakhs will be wiped away, as there is no surplus profit left in the present Company's working to bear the additional burden and the Company will become insolvent in the very near future."

59. Shri M. Subbarao, is the Adviser of the Company. He has filed affidavit at Ex. 53/E. In his affidavit he speaks about the history of the Company and its financial position alongwith other facts. According to him the Company has neither achieved sound financial stability nor the requisite capacity to bear the financial burden as demanded by the Association or otherwise.

60. The Association has produced a statement showing the progress of the company during the 10 years from 1957 to 1966 as Annexure 'A' to Ex. 1/W. It is as follows:—

Year	Direct Premium	Net Premium	Profit	Investment amount
1	2	3	4	5
1957	11,57,102	10,99,033	—7,221	16,89,826
1958	14,43,500	12,96,511	8,338	16,83,969
1959	18,78,620	14,64,668	8,543	16,84,969

	1	2	3	4	5
1960		24,61,641	20,44,800	10,618	17,94,756
1961		29,12,743	22,03,306	13,007	18,45,443
1962		29,66,643	24,19,817	66,965	20,74,949
1963		28,98,748	23,66,232	61,383	22,58,483
1964		31,71,667	26,67,870	1,26,875	21,09,206
1965		36,64,728	29,42,913	85,348	24,19,549
1966		45,44,134	38,50,813	1,25,916	23,96,048

Cash Balance	Total Funds	General & other reserves	Investment Reserves	Total Assets	Amount of Dividend	% of Dividend
6	7	8	9	10	11	12
2,93,115	17,88,688	..	2,96,596	26,49,439	..	..
2,97,815	19,26,677	..	2,96,596	27,43,011	..	..
5,08,207	20,42,766	..	2,96,596	29,80,425	..	..
9,15,117	23,90,936	..	2,96,596	33,45,381	..	..
12,40,446	25,08,296	..	2,96,596	39,12,097	..	..
13,62,050	27,19,195	30,000	3,28,000	44,77,608	50,000	5%
13,52,421	27,33,800	..	3,28,000	47,39,696	50,000	5%
19,17,860	29,51,635	45,000	3,66,000	51,03,896	62,500	61%
25,58,080	32,52,001	65,000	5,17,000	60,98,553	62,500	61%
29,41,161	36,03,063	85,000	4,03,500	68,61,807	75,000	78%

61. The Association has produced a statement showing the working results of the company in the years 1963 to 1968 at Ex. 207W. That statement is as follows:—

	1963 Rs.	1964 Rs.	1965 Rs.	1966 Rs.	1967 Rs.	1968 Rs.
Gross Premium :						
Fire	12,47,501	14,27,819	16,95,584	21,12,564	23,70,479	24,96,198
Marine	2,65,404	3,07,163	3,56,514	3,34,276	2,75,208	3,01,811
Accident	13,81,223	14,36,675	16,12,629	20,97,293	23,65,941	26,12,372
	23,94,128	31,71,657	36,64,727	45,44,133	50,11,628	54,10,381
Net Premium :						
Fire	11,73,899	13,79,394	14,66,125	19,70,452	29,42,911	32,89,845
Marine	1,42,055	1,62,418	2,00,410	1,94,803	2,00,169	1,84,996
Accident	10,50,308	11,26,060	12,76,378	16,85,558	20,38,739	22,50,719
	23,66,262	26,67,872	29,42,913	38,50,813	51,81,819	57,25,560
Expenses						
Fire	3,86,240	4,40,043	5,47,689	6,52,984	7,28,005	7,73,487
Marine	84,716	94,536	1,13,581	1,11,595	79,779	80,578
Accident	3,83,751	3,91,257	4,55,067	5,99,994	6,56,569	6,95,352
Profit & Loss Account	22,361	24,594	23,955	27,722	30,433	34,737
	8,77,068 (37%)	9,50,430 (35%)	11,40,292 (38.7%)	13,92,295 (36%)	14,94,786 (28.8%)	15,84,354 (27.66%)
Claims paid and outstanding :						
Fire	6,58,062 (56.06%)	7,32,670 (53.1%)	7,88,696 (53.8%)	19,72,616 (49.3%)	12,29,547 (41.8%)	15,96,003 (48.5%)
Marine	1,39,693 (98.26%)	71,173 (43.8%)	1,37,050 (68.0%)	1,76,274 (90.5%)	93,857 (46.9%)	1,23,345 (66.6%)
Accident	6,35,305 (60.47%)	556,442 (49.4%)	5,95,951 (46.7%)	7,88,238 (46.7%)	9,96,458 (48.8%)	12,90,723 (57.3%)
	14,33,050 (60.56%)	13,60,285 (50.9%)	15,21,697 (51.7%)	19,37,128 (50.3%)	23,19,862 (44.7%)	30,10,071 (52.6%)

	1963	1964	1965	1966	1967	1968
Net interest:	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
Fire	10,859	11,739	13,794	32,621	43,843	65,480
Marine	2,847	2,841	3,248	8,918	8,669	8,908
Accident	9,091	10,503	11,261	28,399	37,504	45,362
Profit & Loss A/C	67,815	1,02,597	1,48,374	1,62,823	1,74,701	2,25,836
	90,210	1,27,680	1,76,677	2,32,761	2,64,717	3,45,586
Reserves:						
Fire	5,86,949	6,89,597	7,33,063	9,85,226	14,71,456	16,44,923
Marine	1,42,055	1,62,417	2,00,410	1,94,803	2,00,169	1,84,996
Accident	5,25,154	5,63,029	6,38,189	6,38,189	10,19,370	11,25,360
	12,54,158	14,15,143	15,71,662	20,22,808	26,90,995	29,55,279
Dividend paid to the shareholders	5%	6½%	6½%	7½%	7½%	9%
Profit before tax	61,383	1,26,875	85,348	1,25,916	1,19,819	1,81,977

62. The Association has produced a statement showing the achievements made by the Company during the years 1963 to 1968, at Ex. 21/W. It is as follows:—

	"1963 to 1968 Rs.
1. Gross premium increased by	25,16,253
2. Net Premium increased by	33,59,298
3. Net expense ratio reduced by	9.3%
4. Claim ratio reduced by	7.9%
5. Interest income up by	2,55,376
6. Department Reserves increased by	17,01,121
7. Dividend increased by	4%
8. General Reserve	70,000
9. Gratuity Reserve	15,000
10. Provision for Income-tax in the year 1968	85,000
11. Assets increased by	45,91,019

63. According to the Association:

- (i) The All India General Insurance Co. Ltd., is one of the largest Insurance Companies with Branch offices all over India. It was established in 1944. There are 18 Branch offices employing about 120 workmen. This company has been working exceptionally well and making rapid progress after the nationalisation of Life Insurance business i.e. since the time it started functioning purely as General Insurance Company. Its premium income has risen manifold and it has been making enormous profit every year.
- (ii) Annexure 'A' to Ex. 1/W referred to above will show that the company has increased its reserves on investment and general reserves from year 1961 to 1965 to the extent of Rs. 5,17,000/- and Rs. 50,000/- respectively. Moreover, the Company has made a profit of Rs. 1,26,875/- The company declared dividends to their shareholders at the rate of 5 per cent in the years 1962 and 1963 and 6½ per cent in the years 1964 and 1965. In the year 1966 the dividend rate was further raised to 7½ per cent. The Company has been consistently paying dividend with increased rate for the last five years.
- (iii) The balance sheet for the year 1965 shows a profit of Rs. 85,348/- after making a provision of Rs. 1,51,000/- on account of depreciation on investments. Obviously, this provision is merely a book entry and is not the normal feature of the balance sheet of any company. The depreciation in the investments has been caused on account of low quotation given in the market on Government Securities and other stock and share investments on account of Indo-Pakistan conflict at the close of the year 1965 resulting in the reduction of Market Value of these Securities and investments. This company has not sold any of the securities and investments. It has therefore not suffered any loss.

(iv) Immediately after the close of the Indo-Pakistan conflict the quotation of these securities started rising and by this time the quotations show an appreciation in their market value as against the depreciation. As such this provision has only artificially reduced the profit of the company during the year 1965 and in case this amount is added the profit would be near about Rs. 2,36,348/-.

(v) Likewise in the subsequent year 1966 the profit is shown Rs. 1,25,916 after making a provision of Rs. 6,500/- as depreciation on investment and after writing off a sum of Rs. 1,20,000 on investment and in case these two amounts are added the profit would be near about Rs. 2,52,416. It is also clear that net premium of the company too has increased from Rs. 22,03,306/- in 1961 to Rs. 38,50,313/- in 1966, the gross premium from Rs. 29,12,743/- to Rs. 45,44,134/- during the same period.

64. It appears from Annexure 'A' to Ex 1/W referred to above, that the company's Net premium has risen from Rs. 10,99,033 to Rs. 38,50,813 during the period from 1957 to 1966. During the same period its profit has risen to Rs. 1,25,516, the total assets have risen from Rs. 26,49,439 to Rs. 68,61,807 and investment reserve has risen from Rs. 296,598 to Rs. 4,03,500.

65. From the statement Ex. 20/W it is clear that the profit before tax, earned by the company during the years from 1963 to 1968 were Rs. 61,383, Rs. 1,26,875 Rs. 85,348, Rs. 1,23,916, Rs. 1,19,819, Rs. 1,81,977, respectively. The dividend paid to the shareholders during this period from 1963 to 1968 were 5 per cent, 6½ per cent, 6½ per cent, 7½ per cent, 7½ per cent and 9 per cent respectively.

66. If we consider the statements referred to above and the statement of the Association regarding the position of the company given in paras. 9 to 11 of Ex. 1/W referred to above in brief, it is crystal clear that the company's financial position is sound. It can also be presumed from the progress the company has made during the periods from 1962 to 1968 that its future is bright.

67. Shri Madan Mohan contends that the past performance and figures of the company cannot be taken into consideration and that the reduction in the capital was final.

68. The learned Advocate Shri Kothari for the company on the other hand says that the reduction of the share capital of the company is due to the losses incurred in the working of the company. Such losses arising out of the working of the company, cannot be said to be capital losses, because they are losses that have arisen on account of business and they are proper revenue losses. Even assuming that they are capital losses, the Tribunal has to consider them as has been observed by the Supreme Court in the Gujarat Electricity case 1969 11 LLJ, 791. It is further contended that these losses are highly relevant and material in order to determine whether the company has been able to turn the corner after such losses.

69. According to the learned Advocate Shri Kothari the performances of the Company which resulted in accumulated losses to the tune of Rs. 30 Lakhs Leading subsequently to the forced reduction of capital are highly relevant facts because they show:

- (i) the return paid by the company to its investors.
- (ii) the standing and status of the company in the insurance market,
- (iii) the capacity of the company to attract more business, because of its credit worthiness in the market, thereby affecting the elasticity of demand, and lastly,
- (iv) the capacity of the Company to bear further burden.

The Supreme Court has time and again indicated pertinently that in industrial adjudication, which is a two way traffic, justice must be done both to capital and labour and therefore on all principles of social justice, industrial adjudication and labour economics, it would be highly material to take into account these vital facts affecting the financial position of the company, more particularly in view of the fact that even those accumulated losses have not been yet wiped out by the company even after its striving hard for the last 18 years. The shares are continually falling down in the market even after reduced share value. This continuous loss of share values has been considered as one of the important factors to be taken into consideration in assessing financial position in the Supreme Court judgement given in National Insurance Co. in Civil Application No. 693/68 at page 8.

70. According to Shri Madan Mohan, in this case, the losses are said to have been suffered by the company till 1950. The paid-up capital itself was reconstituted.

The very distant past could not be taken into consideration and the financial position of the company during the last five years alone should be taken into account. Both in Calcutta Insurance Co. Ltd. as well as National Insurance Company Limited the financial position of the companies only after 1957 was considered and the position prior to that was not taken into account at all.

71. In the case of National Insurance Co Ltd, the Company did plead that it was suffering losses prior to 1956. But those losses were ignored while determining the paying capacity of the company.

72. On giving anxious consideration to the arguments of Shri Kothari and Shri Madan Mohan I find that the arguments advanced by Shri Madan Mohan deserve great value and consideration.

73. The company started insurance business in 1944. In the year 1956 there was nationalisation of Life Insurance business. Since then it stopped writing Life Insurance business. It is, however, carrying on the General Insurance business. As the financial position of the company as General Insurance Company has to be considered, it is not necessary to consider the working of the company prior to 1956. As losses were incurred prior to 1956 and as the capital was reduced prior to 1956, it is not necessary to consider these facts. It is the reduced capital, which becomes the paid capital of the company. It is the capital which has to be taken into consideration for determining the present financial position of the company.

74. Shri Madan Mohan, Vice-President of the Association says that the future of the company is bright and that there is no possibility of any reduction in the return on the investments of the company and in premium income of the company, due to reduction in the rates of premium which came into effect from 1st June, 1969.

75. The learned Advocate Shri Kothari for the company contends that the freedom, which the company enjoyed in investing its funds as it liked prior to Insurance Amendment Act has been taken away with the result that the investments income may not be as much in future as it used to be in the past. As per law, investments in approved securities must be 75 per cent of the total assets and 25 per cent could be in unapproved shares/or securities.

76. According to Shri Kothari, the company has been making deposits with first class reputed companies, who were giving insurance to the company and paying higher rate of interest. This will not be possible in future as under the Insurance Amendment Act such deposits would be unapproved deposits. The company would not be able to renew all these deposits. This will naturally reduce the interest income of the company. The Company's position would be affected in two ways viz. (i) loss of investment return and interest income on deposits and (ii) loss of business which this company used to get from the companies with whom this company used to keep such deposits. Hence return on investments in future will not remain the same. It will fall down.

77. The Balance Sheet Ex 51/E (5) shows that the company has a fixed deposit of Rs. 15 Lakhs. This amount is much less than 25 per cent of the total assets of the company. To this extent the amended Insurance Act permits the company to make investments even in unapproved securities. Hence the contention raised by Shri Kothari mentioned above is misconceived. The so-called unapproved investments are within the limit of 25 per cent. There will be, therefore, no fall on the return on investments and interest income. There will be also no loss of business which this company used to get from the companies with whom this company use to keep deposits.

78. The learned Advocate Shri Kothari contends that the burden imposed on the company is not transferable to the Policy holders, because most of the business which the company is doing is controlled by tariff rates. In the manufacturing companies, the manufacturers can shift the burden of an award by increasing the prices of their products whereas in an industry like insurance, the same is not possible. The rates of premium in respect of business under written by this company have been reduced with effect from 1st June, 1969. Due to reduction of rates in premium there is bound to be a reduction in the premium income (*vide* Ex. 83/E, which shows that there is likely to be about 20 per cent fall in the premium income on account of reduction in the premium rates on similar policies and business).

79. Shri Madan Mohan on the other hand contends that even though there may be reduction in the premium rates the over all premium unwritten by the company has been showing an upward rise.

80. It is natural that deduction in rates of premium would bring in more and, more business. It is a simple principle of economics that reduction in prices results in the increase in sales and as a result total outturn multiplies. Some insurers would like to take insurance in respect of additional properties.

81. Ex. 83/E relied upon by the company is a misleading document. The chart Ex. 23/W shows the premium figures from 1st June, to 31st September, 1968 vis-a-vis the premium figures from 1st June, 1969 to 30th September, 1969. These figures show an increase of Rs. 89,618/- in the total premium figures. These facts clearly show that the stand taken by Shri Kothari in this respect is not correct.

82. The individual Insurance company, cannot increase the premium rates. But there is Tariff Committee compose of the Representatives of the Insurance Industry and the Government of India which reviews the position periodically and revises the rates of premium in respect of each risks. While revising the rates of premium the said Tariff Committee take into consideration all relevant facts and circumstances including the cost of insurance in operating business. The premium rates though reduced in respect of Fire Insurance, have been increased in respect of other business. It is, therefore, clear that premium rates can be increased, under certain circumstances.

83. Shri Madan Mohan contends that the rates of progress made by this company is 200 per cent. The learned Advocate Shri Kothari on the other hand says that this statement regarding progress of the company made by Shri Madan Mohan is fallacious and untrue, because the rate of progress of the company is not judged by any one chosen factor nor in any one given period. The rate of progress has to be on whole. The progress of the company has to be assessed by reference to all the relevant financial factors and by reference to its whole life and taking all these into consideration, it will be evident that the company has not been able to reach even the par level which it enjoyed or had in the past. There is no progress at all. The company can never be said to have progressed unless and until it is able to wipe out the past losses and that is what the Supreme Court had remarked in the case of Calcutta Insurance Company as 'turning the corner'. The progress of the company starts only after its losses are wiped out. In this case, the losses of about 30 lakhs incurred upto 1950, in spite of this company's working thereafter for about 18 years, have not been wiped out. As will be seen from Ex. 8/W, the total gross profits earned by the company from 1957 to 1968 are only Rs. 8,01,564/- and if they are deducted from the loss of about 30 lakhs there is still a loss of Rs. 22,00,000/- to be recouped by the company.

84. According to Shri Kothari, apart from the loss factor, the rate of return to the share holders in this company during all these years of its working has not been more than half per cent on the original investment, which is hardly any indicator of progress. The gross premium for the year 1963 was Rs. 28,93,748/- whereas in 1968 it was Rs. 54,00,383/-, which means that even the gross premium was less than 100 per cent, though it has been amplified by the company that the gross premium income is no indicator, for determining the progress of the company because alongwith the rise in the premium income, there is always rise in the expenses, commission and claims and what matters is ultimately the result of the business i.e. over all underwriting which is shown in company's Ex. 76/E.

85. According to the learned Advocate Shri Kothari, it is fallacious to give percentage for determining the progress. What actually matters in the quantum of figures and not their relevant percentages to one another. It would be no progress for the company, with an original investment of over Rs. 31 lakhs to show that even for the year 1968, the profit that it has been able to carry forward to profit and loss Appropriation Account is only Rs. 96,977/-, which means hardly 3 per cent. The company's progress be assessed on the actual amounts that are available with the company.

86. The learned Advocate Shri Kothari has again referred to the alleged loss of PS 30 lakhs, suffered by the company prior to 1950. In my opinion this loss can not be taken into consideration. It has to be taken as capital loss. The capital of the company was reconstituted. The lost capital was written off, by reducing the paid up capital itself. This loss being a capital loss, it cannot be taken into consideration for the purpose of determining the paying capacity.

87. The progress of the company and its financial capacity has to be looked on the basis of the working of the company over a reasonable period. Documents Ex. 21/W and 8/W clearly show the progress made by the company during the last 5 years. During these years the company nearly doubled its premium income, profit and resource. Ex. 81/E also supports this fact. If the position of

the company is seen for a period since 1957 as shown in Ex. 8/W, it will be seen that the company's progress made is more than 400 per cent in respect of all matters. Ex. 76/E shows that the total expenses including commission have gone down in percentage to the gross premium. The financial position of the company is judge on the basis of profit before taxation and not after taxation. Documentary evidence on record shows that the progress made by the company is appreciable. Hence the contention raised by Shri Kothari, in this respect miserably fails.

88. Shri Madan Mohan contends that there has been reduction in the gross expenses of the company, taking its figures for the various years. Shri Kothari on the other hand contends that gross expenses are not the correct guide but net expenses.

89. According to Shri Kothari, Ex. 81/E shows that there is an increase of 4 per cent in the net expenses. If gross expenses are taken into consideration, the alleged drop in expenditure is only marginal and of negligible percentage. It is not on account of any factor, except that under the provisions of S. 40C of the Insurance Act read with Rule 17E, allowable expenses of management are on a slab basis, and according to this slab system, the more is the premium income, the less is the percentage of allowable expenses. This means that with the rising premium income, every company is in law bound to reduce the management expenses ratio as provided in that Rule. In the case of this company, even after reduction, the company is faced with contravention of management expenses even at the moment. Any further burden is, therefore, bound to lead to further contravention of law. The statement Ex. 1/W produced by the Association in this respect is incorrect. If the net premium, which is the only and proper guide, is to be taken into account, for the purpose of determining the expense ratio net commission and expenses must also be taken into account. The net premium of a company includes reinsurance premium received, for which the expenses incurred are shown as reinsurance commission. This is all the more significant in this company, because substantial portion of net premium includes reinsurance premium received from other companies. Taking the net expense ratio, it would be seen that there is no reduction in expenses, on the contrary, there is increase by 4 per cent vide Ex. 81/E. It is further pertinent to note that the figure of 9.3 per cent given in Ex. 21/W as reduction in the net expense ratio between the years 1963 and 1968, is incorrect figure. Whenever and ratios are determined, they must be between the same and must cover all component variants and what the Association's statement Ex. 21/W does is to take only part of the expenses (i.e., expenses minus commission) and then gives the percentage. In order to correct this fallacy and misleading statement, the company had produced a statement, which is marked as Ex. 81/E. This statement shows that the net expenses have actually increased by 4 per cent rather than shown any reduction. It is further significant to note that commission has been considered as management expenses even under the Insurance Act (reference Section 40C Rule 17E). On general business principles also, all commissions paid by any industry to agents, reinsurance companies, etc., is essentially an expenditure, and therefore no correct picture of expenses can be drawn by excluding the figures of commission and from this point of view, the Association's contention that there is a fall in the net expense ratio is incorrect.

90. On considering the arguments of learned Advocate Shri Kothari and Shri Madan Mohan and the documents referred to by them, I find that there has been a reduction in the gross expenses of the company.

91. Shri Madan Mohan, Vice-President of the Association contends that the investment reserves are not the liability and the money in this reserve is available to the company for distribution.

92. The learned Advocate Shri Kothari contends that the investment reserve are the liability and that they are not available for the company and that they are shown under the heading of liability in the balance sheet of the company, which has to be prepared in accordance with the provisions of the Insurance Act and Rules, requiring it to show as a liability and which is in fact a depreciation on securities and shares. According to Shri Kothari accountancy method of showing investment reserve is that when the securities or shares lose in the market and cannot hold on their face value or book value, and actual and real loss occurs to the company, because in the company's balance sheet, the share capital is shown on the face value and not on the depreciated or market value. In order to give the true and correct picture of a company's assets, it is therefore necessary to take into account such losses in the values of securities and shares, and that is why all depreciations in the value of the securities and shares are

provided by way of investment reserves on the liability side. It is not correct to contend that it is merely a book entry and moneys are actually lying with the company.

93. According to Shri Kothari in order to off-set the loss due to losses in the value of securities and shares, amounts are not apart by way of investment reserve to the extent of such loss. Such reserves cannot be utilised for payment to the staff for meeting their demands. If interest and dividend income are to be treated as profits of the company it is only correct and proper that loss on securities and shares should be treated as liability. That is why according to the Insurance Act and Rules, every company has to prepare the accounts in the statutory form, whereby depreciation on securities and shares have to be shown in the Profit and Loss Account. Reference in this connection may be made to Form A of Part II of the First Schedule, Form P and C of Part II of Second Schedule and Form F of Part II of Third Schedule to the Insurance Act. It will not be correct to say that these are merely a book entry and large moneys are available for the company to distribute. These reserve cannot be utilised by the company for other purposes. What Shri Kothari wants to say is that depreciation on investment cannot be treated as mere book entry nor they can be deemed as assets nor they can be made available for distribution by way of demands to workmen.

94. Shri Madan Mohan contends that any depreciation in the market value of the shares and securities is not actual loss unless such shares and securities are sold. It is in this context, that he contends that depreciation reserves are merely a book entry.

95. Shri Madan Mohan, Vice President of the Association contends that profit before taxation i.e., gross profit should be taken into consideration for the purposes of determining the paying capacity of the company. There is much force in this contention. I accept the same.

96. In *Calcutta Insurance Co., Ltd.*, 1967, II, LLJ, page Page 19, p6. the Supreme Court took into consideration the profit before taxation for the purpose of determining the paying capacity of the company and while determining the load, the Court, reduced the amount of load by the amount of income-tax which would be available to the company on the amount of load. In that case, the Supreme Court observed as follows:—

"In other words, these three increases would result in the outgoing being augmented by Rs. 2,000 per month or Rs. 24,000 annually. It is to be borne in mind that if the company were to pay to the staff an additional Rs. 24,000 per year it would save approximately income tax of Rs. 12,000 per year. The total burden of the company would, therefore, be only Rs. 12,000 per year or Rs. 1,000 per month. In view of the general improvement in the working of the company for the three years after 1962, there is no reason to hold that the impact of the additional burden on the company by the award will be such that it were difficult for it to meet."

Similarly, in case of *National Insurance Company Limited*, the Supreme Court took the profit of the company before taxation as the basis for determining the paying capacity.

97. In short, relying on the Supreme Court rulings referred to above, I hold that while determining the paying capacity of the company profit before taxation should be taken into consideration.

98. The Association contends that even if the company is not able to give any return to the share holders, fair wages should be paid to the workmen in any event. In other words, what the Association wants to say is that the claim of the workers in the charter of demands must be given precedence to any return to share holders of the company.

99. The learned Advocate Shri Kothari on the other hand contends that the share holders of this company have not been able to get even half a percent return on their original capital and that there is a clear urgency that in order not to drive away the shareholders from business, they must be given even a minimum return of six per cent. In order to give six per cent return on the capital, which has been considered by all the judgements of the Hon'ble Supreme Court and

other Tribunals, as the minimum of return payable on any investment, the picture would be as under:—

Six per cent return on reduced share capital of Rs. Ten lakhs means Rs. 60,000. In order to pay Rs. 60,000 as dividend in any particular year to the shareholders, the Company must pay by way of taxes 55 per cent of the gross profits, because dividends can be paid only after payment of taxes, as per the provisions of the Income-tax Act. This means that the Company must make a minimum gross profit of Rs. 1,20,000 in order to enable it to give Rs. 60,000 as dividend to shareholders. It is pertinent to indicate that this six per cent is really only two per cent of the original investment of the shareholders in this company, and if the shareholders cannot be given even two per cent on their investments, then it is unthinkable that under any economics, they will ever stick to any business. Therefore, the inevitable conclusion is that not giving any dividend to shareholders may drive the investment from any business, that is, to drive out the company from its existence. The Hon'ble Supreme Court has time and again reaffirmed in various cases that Industrial adjudication should not drive any industry out of existence. It is from this point of view that the Company has been stressing that minimum return, not to speak of any fair return, must at least be paid to the shareholders before the claim of fair wages of the workmen can be considered. Various Committees, including the Fair Wages Committee, have all taken into consideration return on capital as an important factor, which must precede adjudication for fair wage. In Hindusthan Times Ltd., case (reported in 1963 1 LLJ 108), the Hon'ble Supreme Court has clearly emphasised that inroads should not be made on the capital so that the capital may run away, and further the employers' desire to make reasonable profits must be accepted. Similarly, in the Express Newspapers case, 1961. 1 LLJ. 339 the Supreme Court has clearly stated that return on capital must be taken into consideration before setting apart any amounts by way of satisfaction of wage claims. It is therefore settled industrial law in this country that before any amount is distributed to workers in satisfaction of their demands the shareholders should be given fair return on their capital. Even if a minimum return on reduced capital is to be given to the shareholders, the Gross Profits of the Company to the tune of Rs. 1,20,000 cannot be touched at all. Since the average profits of the Company for the past many years have been in the vicinity of Rs. 50,000 or so, there is no scope for touching the existing level of profits for meeting the demands of the Association.

100. It is true that shareholders should be given fair return on their capital, but even before that provision for giving adequate wages to the employees has to be made. If the employees are given sufficient wages they will have more heart in work. This will result in increasing the business of the company and increasing the efficiency of the administration. It is, therefore, in the interest of the shareholders and the company to keep the employees pleased by giving them adequate wages so that they can make their two ends meet, in these days of high cost of living. If the business increases and if the company earns more profit by keeping the employees pleased it would have more surplus for giving dividend to the shareholders.

101. Dividends have to be given from the net profit after payment of taxes while wages have to be paid from the gross profit before payment of taxes. If more wages are given the company will have to pay proportionately less tax. That will be in one way saving to the company.

102. In Reference No. CGIT-13 of 1962 between this company and its employees, this company represented by learned Advocate Shri N. V. Phalke, had urged that the financial burden on account of the claim for gratuity. The contentions raised the financial position of the company was not sound and that it could not bear the financial burden on account of the claim for gratuity. The contentions raised in that reference are as follows:—

(a) that the company was originally started in 1944 with a share capital of Rs. 37,50,000 which was reduced to Rs. 10,00,000 in 1953; that this reduction in capital was due to the losses suffered by the company which it has never been able to recoup;

(b) that the company has not declared any dividend for its shareholders except the dividend of 1/8 per cent declared in 1956;

- (c) that the company has no general reserves which are necessary for proving financial stability before a scheme of gratuity can be awarded for the benefit of its workmen;
- (d) that the company has been exceeding the expenses ratio and that warnings had been received by it from the Controller of Insurance to keep its expenses within the limits prescribed by Section 40C of the Insurance Act, 1938;
- (e) that the fact that the company's profit and loss accounts show small profits, do not really disclose a state of prosperity and that if a scheme of gratuity is awarded, the company would have to show in its balance-sheet the full contingent liability thereunder and this would affect the credit which the company enjoy with banks; and
- (f) that each year during 1957 to 1961, the trading results of the company had resulted in a loss but the situation was saved by income by way of interest on investments."

103. Shri Phalke also argued that the activities of the company are carried on because of the income from the investments and that the position was not that investment were being made because of the company's business activities and in support of this he has relied on letters received by the company from the Controller of Insurance, copies of which the company has annexed to its written statement. He has argued that but for the reserves in the form of existing investments (particulars of which the company has shown in a statement prepared by it), the company would not have been permitted to carry on its business

104. In that reference Shri Salim M. Merchant, Presiding Officer had observed as follows.—

"I have given careful consideration to the submissions of the union and the management on the question of the financial stability of the company and I am satisfied that by and large the concern is now in a financially stable condition and that it can, as has been stated by its Chairman, Shri Ramanand Anandilal Podar, at the last annual general meeting of the shareholders held on 25th February, 1962, look forward to more prosperous future. In my opinion, as in the case of the D.C.M. Chemical Works (1962 1 LLJ at p. 370) the chances of the future prosperity of the company are not in doubt. I am, therefore, satisfied that the company has the necessary financial stability to grant its workmen the benefits of a scheme of gratuity."

105. Against the Award dated 22nd March 1963 given by Shri Salim M. Merchant there was appeal to the Supreme Court, which was dismissed.

106. Relying on this reference it is contended by the Association that it is not open now to the company to contend that its financial position is not sound and that it cannot bear the financial burden of the employees' demand.

107. From the Annexure 'A' to Ex. 1/W, regarding the progress of the company from 1957 to 1966, it is crystal clear that the company has made alround progress and that its financial position is sound and that it has not deteriorated after 1962 or the date on which the Award was given by Shri Salim M. Merchant, in the above mentioned reference. All the contentions raised by the company regarding its financial position and inability to bear the burden were considered by Shri Salim M. Merchant while introducing the scheme of gratuity in 1963. As the financial position of the company has become more stable than in 1962-63, it is not now open to the company to raise the same contentions which they had raised before Shri Salim M. Merchant and which were disallowed. Apart from the fact whether their contentions raised in this reference regarding financial position and capacity to bear the burden are barred by *res-judicata* in view of the decision in reference No. CGIT-13 of 1962 or not, the fact remains that the contentions regarding financial position and inability to bear the burden were considered and were disallowed in 1963 by the Tribunal. This fact cannot be ignored. It has to be taken into consideration.

108. The next point for consideration is whether the company in question has the capacity to bear the burden of the wages and service conditions to be fixed. My finding on this point is in the affirmative for the following reasons:

109. While determining the capacity of an industry to pay, the Tribunal has to take into account the following factors, namely:

- (a) the elasticity of the demand for the product of that industry;
- (b) the possibility of tightening up the organisation so that the industry could pay higher wages without difficulty;
- (c) the possibility of increase in the efficiency of the lowest paid workers resulting in increase in production.

110. In no case should the burden of the increased rates of wages be made so heavy as to drive the employer out of the business by rendering it unprofitable for him to continue in it. The quantum of wages must be so fixed that the employer is left a fair return on his capital and is allowed fair allocation of reserves and depreciation so as to keep the industry in a healthy condition and in no case should the burden of the increased rates and wages be much as to drive the employer out of the business.

111. The learned Advocate Shri Kothari for the company contends that the elasticity of the demand in respect of the company is highly limited as compared to other companies. According to him:

- (i) Banks have put restrictions on the borrowing capacity of the company (*vide* Ex. 58/E to 62/E and 63/E). This has resulted in reducing the power to procure business.
- (ii) Even Podars cannot approach this company in some cases, because of the bank limits. Hence the company cannot procure tiled business (*vide* Ex. 65, E).
- (iii) The company's business is reduced by 20 per cent on account of reduction in premium (*vide* Ex. 83/E).
- (iv) Reduction in Agency Commission is another factor.
- (v) Capacity to open new branches is hampered due to lack of finances.
- (vi) Capacity to procure business through brokers or agents is also reduced, because of negligible commission rates, now available to the commission agents.
- (vii) The company cannot attract agents, as it cannot ensure them good income.
- (viii) Due to various restrictions put on the Insurance business under the Insurance Act, and the financial difficulties, the company is not in a position to get new business.

112. The above mentioned arguments advanced by Shri Kothari for supporting his contention that the elasticity of demand in respect of this company is nil, cannot be accepted.

113. The Indian Overseas Bank Ltd., Madras-2 under letter No. 58, dated 20th January, 1967 (Ex. 62/E) and United Western Bank Ltd., Satara, under letter No. 64/11625, dated 25th July, 1969 (Ex. 61/E), informed the company that it was placed on approved list. These two letters do not mean that the restriction was placed on the borrowing capacity of the company.

114. Madhya Pradesh Financial Corporation, Indore, under letter No. 9892/68-69, dated 20th February, 1969 (Ex. 63/E) and Uttar Pradesh Financial Corporation, Kanpur-2, under letter No. 4228/FC-Insce/100, dated 5th February, 1968 (Ex. 64/E), deleted the name of this company from the approved list of companies maintained by these corporations. The name of the company appears to have been deleted from the approved list of companies, maintained by these corporations as it failed to contribute towards the share capital.

115. The Punjab National Bank Limited by its letter, dated 22nd March, 1954 (Ex. 60/E), raised the limit per single risk to Rs. 10 lakhs on the same terms and conditions. The Central Bank of India Limited, under letter No. GEN/69/538, dated 20th February, 1969 (Ex. 59/E), increased the limit for acceptance of the Fire Policies to the extent of Rs. 10 lakhs from the present limit of Rs. 5 lakhs. State Bank of India under letter No. ADV/DSH/I/12684, dated 30th April, 1968 (Ex. 58/E), informed the company that the limit fixed by the State Bank of India, i.e., Rs. 10 lakhs would be made applicable to its subsidiaries as well, and that its policies would be accepted by all subsidiary Banks upto a limit of Rs. 10 lakhs.

116. Shri K. Bhoja Shetty's affidavit, Ex. 50/W, shows that in case of the Central Bank of India Limited, limit of collev is raised as shown in the letter of the Bank filed by the company that retention limit was Rs. 25,000 in the past and it has also been raised to Rs. 30,000. His affidavit also shows that in case of State

Bank and its subsidiaries the company in the past was not enjoying the limit from all the subsidiaries of the State Bank and in no case that limit was more than Rs. 10 lakhs and that inspite of the limits imposed by the Banks, the same are not observed strictly.

117. On going through the documents Ex. 58[E to 64[E referred to above and Shri Bhoja Shetty's affidavit (Ex. 50[W) I do not find that any Bank reduced the previous limit of borrowing of the company. It cannot be said that this has resulted in reducing the power to procure business.

118. Statement Ex. 65[E shows premium income received from Podar Group of concerns during the year 1968. It appears that in 1968, the company received:

	Total Gross Premium
(i) Fire	24,96,198
(ii) Marine	2,01,812
(iii) Accident	26,12,373
TOTAL	<u>54,10,383</u>

119. Statement showing the investments as on 31st December, 1968, in Podar group of concerns is produced at Ex. 43/W. It is as follows:—

S.No.	Name of the Company	Share value	Average of cost price	No. of shares	Face value	Book value	Market rate	Market value	Appreciation	Depreciation
		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
I	2	3	4	5	6	7	8	9	10	11
1.	Podar Mills Ltd., (ordinary share)	10	11.02	32100	321000	353704.25	6.12	196452	..	157252.25
2.	Gujarat Steel Tubes Ltd. (Ordinary shares)	100	100	1760	176000	176000	85.50	150480	..	25520
3.	Andhra Pradesh Paper Mills Ltd. (Ordinary shares)	100	99	997	99700	98703	..	89730	..	8973
4.	6% West Coast Paper Mills (cum-Pref. shares)		98.25	500	50000	49126	78	39000	..	10126
5.	5% Shree Digvijay Cement Co., (cum-Red. Pref.)		100	75	7500	7500	66	4950	..	2550
					6,54,200	6,85,033.25		4,80,612		2,04,421.25

120. It does not appear to me that Podars found any difficulty in approaching the company, due to alleged bank limits. The company is getting substantial tied business from the companies with which the Directors are connected. Tied business is to the extent of Rs. 242569, during the year 1968 (*vide* Shri Bhoja Shetty's affidavit Ex. 50|W, para 20). The tied business, which the company is getting is not affected in any way.

121. The learned Advocate Shri Kothari is relying upon Ex. 83|E to show that companies business is reduced by 20 per cent on account of reduction in premium.

122. Shri Madan Mohan has produced statement Ex. 23|W for showing the effect of the revised rate of agency commission under social control over General Insurance business of the company under reference from 1969 June to September, 1969, with corresponding figures for the year 1968. He also produced Ex. 49|W showing the premium Income of the company under reference upto September, 1969, with corresponding figures for the year 1967 and 1968. Statement Ex. 49|W is as follows:

“PREMIUM INCOME

Upto September 1967	Upto September 1968	Upto September 1969
Rs.	Rs.	Rs.
33,64,200	35,93,586	42,84,485”

This statement shows that premium income has gone high and there is no substance in the contention of Shri Kothari that the company's business has gone down.

123. On account of reduction in the rate of premium, more persons would be induced to insure their properties. This will bring more business to the company. The agents procuring business would also get more income. I do not think that the reduction in premium would reduce the capacity of the company to procure more business.

124. The alleged financial difficulties referred to by Shri Kothari are imaginary. There are absolutely no financial difficulties for the company for procuring business. I am satisfied from the facts and circumstances on record that the company has capacity to procure new business and that the elasticity of demand in respect of the company is not negligible and limited.

125. Shri Madan Mohan contends that there is possibility of tightening up the organisation so that industry could pay higher wages to its employees without difficulty. In support of this contention, reliance is placed on statements Ex. 22|W, 24|W and the affidavit of Shri Bhoja Shetty Ex. 50|W.

126. According to Shri Bhoja Shetty (Ex. 50|W):

- (i) the company is indulging in extravagant expenses. The ratio of expenses incurred on officers *viz-a-viz* on administration staff is very high (*vide* Ex. 29|W).
- (ii) Investment policy of the company is against the interest of the company as substantial portion of investments are in Podar group of concerns and the companies with which the Directors of the company are connected.
- (iii) The company incurs heavy expenses on Shri Subba Rao. It is also maintaining unproportionately large number of officers and incurring wasteful expenses.
- (iv) The investment Policy is not in the interest of the company.
- (v) Shri Subba Rao has entered into treaties with Foreign Insurers, which has resulted in loss to the company.
- (vi) The company either by cancelling the existing treaty or by repudiating the same can improve the profitability of the company.
- (vii) The Association has filed a statement showing the drain and the loss of premium which the company is suffering due to wrong Re-insurance treaties.

127. Chart Ex. 29,W is as follows:—

"No. of staff	Basic	D.A.	Local Allow.	Relief Allow.	Spl. Allow.	C.A	Car. Allow.	Total per month	Total per year.
1	2	3	4	5	6	7	8	9	10
35 Total salary of officers (Administrative)	24865	3176.50	40	..	1090	5230	850	35251.50	423018
71 Total salary of Dev. staff & Inspectors	17910	4740	..	..	775	3340	275	27040	324480
TOTAL	42775	7916.50	40	..	1865	8570	1125	62291.50	747498*
82 Total salary of Assistants (clerks)	15164	5148.80	1035	3578.44	285	285	..	25496.24	305954.88
44 Total salary of Sub-staff	2380	1585	285	996.46	135	..	..	5381.46	64577.52
TOTAL	17544	6733.80	1320	4574.90	420	285	..	30877.70	370532.40**

*13.6% on Gross premium of Rs. 55,00,000

** 6.7 % on 55,00,000/-G. P.

(% calculated on the basis of Approximate Gross Premium of Rs. 55,00,000)".

128. It appears from Ex. 29|W that the ratio of expenses incurred on officers is 13.6 per cent on gross premium of Rs. 55,00,000 and that of clerical staff is 6.7 per cent on gross premium of Rs. 55,00,000.

129. The learned Advocate Shri Kothari on the other hand contends that the total number of officers in Ex. 29 W include development officers also. The statement Ex. 29|W does not give correct data.

130. Shri Kothari relies on the statement, Ex. 74|E, showing the remuneration (excluding special allowance, bonus, company's Provident Fund) paid to the staff during the years 1964, 1965, 1966, 1967 and 1968. He also relies on the statement Ex. 91|X, giving the particulars of officers (Administration and Development) at Head Office and Branch offices.

131. Comparing the statements Ex. 74|E and Ex. 91|X, the learned Advocate Shri Kothari for the company submits that the salary paid to the officers is not high and exorbitant. On the contrary they are on low, and without grades. Because of this, the officers are migrating and leaving this company.

132. The Association has also produced a statement at Ex. 22|W. It is a list in respect of the re-employed hands. That list is as follows:—

	"Name of the employees	Date of joining	salary Rs.	D.A. Rs.	Relief Allow. Rs.	Cash Allow. Rs.	Total Rs.
	1	2	3	4	5	6	7
Junior employees recruited.	Shri H. Hariharan .	13-3-66	147.00	69.70	47.92	..	264.62
	Shri S. K. Gupta .	29-5-68	193.00	74.30	..	10.00	277.30
	Shri P. P. Chavahte .	6-2-69	175.00	..	..	..	175.00
	(Typist) Shri Ganpat G. Sawant		5/- per day (Daily Wages)				
Retired persons recruited	Shri S. V. Kothare .	1-7-67	137.00	63.70	..	..	205.70
	Shri C. S. Venkataraman	13-5-66	200.00	..	..	..	200.00
	Shri R. V. Swaminathan Re-appointed		300.00	..	..	..	300.00
	Shri C. V. Nagarajan .	4-3-68	200.00	..	..	..	200.00

NOTE.—The above statement showing the names of various persons appointed by the company with their respective salaries which are in violation of the agreement at present in force between the Management and the Union.

It will be interesting to observe that all these employees are enjoying salary benefits far in excess of those employees who have put in many years of service.

It may also be noted that some of the employees are aged and retired from their previous employment and recruited by the company."

133. It appears from the statement Ex. 22|W that these employees are given salary benefits far in excess of the employees who have put in many years of service.

134. On going through the documentary evidence referred to above and giving anxious consideration to the arguments advanced by Shri Kothari and Shri Madan Mohan and the affidavit of Shri Bhoja Shetty at Ex. 50|W I find that the company is spending little bit more on officers and re-employed persons as shown in Ex. 22|W.

135. The Association is challenging the investment policy of the company. It is contended that this company has given loan of Rs. 10 lakhs to Podars without

security. It appears that the company has not given any loan but it has a deposit with Podar groups. This deposit is fetching 12 per cent interest per annum. It cannot be therefore said that this action in depositing Rs 10 lakhs with Podar groups is wrong investment policy. Evidence on record shows that the company is getting tied business from Podar groups and other companies with which the Directors of the company are connected.

136 The Association contends that Shri Subba Rao has entered into treaties with Foreign Insurers which has resulted in loss to the company and that the company should cancel this treaty or repudiate the same and improve the profitability of the company. In my opinion this contention cannot be considered by the Tribunal. It is for the company to decide in what way it should carry on its business.

137 The Association contends that the company incurs heavy expenses on Shri Subba Rao and that it is not necessary to continue two posts one of Adviser and that of Manager.

138 The learned Advocate Shri Kothari contends that Shri Subba Rao's services are very valuable and that he is responsible for bringing prosperity to the company and his services cannot be dispensed with. He also contends that functions of the Manager and of the Adviser are not the same and that they are essentially different.

139 According to Shri Kothari Shri Subba Rao has been functioning as part time Adviser because of his life long experience and expertise in Insurance economics business and complexities. After virtual insolvency of the company prior to Shri Subba Rao taking charge, he has been the saviour of this company through all these vicissitudes of past virtual insolvency and has been instrumental in bringing this company to this position wherein the employees are capable of laying claims to the tune of Rs 1 lakh for meeting their demands. He has proved a boon to the organisation. The remuneration paid to him is no consideration for the return that he gives to the company by way of his valuable advices, policy formulations, business connections and investment policies. The amount, shown to have been incurred on Shri Subba Rao by the Association, is not really the amount that goes to Shri Subba Rao personally, except the remuneration of Rs 1,000 per month which is payable to him as his part-time remuneration. Moreover the expenses shown in the statement of the Association, would be incurred on any other person doing official work and it cannot be said that those expenses also can be eliminated by the company and there is scope for the company for tightening up the organisation on that account. The huge investment income of lakhs which has kept this company surviving is solely due to the foresighted and wise investment counsels of Shri Subba Rao.

140 It appears that Shri Subba Rao is doing a very valuable service to the company and that it is due to him that the company is prospering. By continuing him in service, the company is getting advantage. Naturally the workmen also reap fruit of the same. I do not think that there should be any objection on the part of the employees for giving him salary.

141 It appears from the statement Ex 91/X produced by the company that one Shri R. R. Nalk is the General Manager working in the company from 2nd June, 1969 on monthly salary of Rs 2,000. He is getting conveyance/car allowance of Rs 575 and Shri M. Subba Rao is working as Adviser on a monthly salary of Rs 1,000. Shri P. S. Parameswaran is working as Secretary on a monthly salary of Rs 1,160 and Dearness allowance of Rs 100. In all he gets Rs 1,260 per month.

142 Considering the statement Ex 91/X produced by the company and the documents produced by the Association, I think that there is some scope for reducing the expenses to some extent at the top level. I therefore hold the contention of Shri Madan Mohan that there is some possibility of tightening up the organisation.

144 If the lowest paid workmen are given increase in their wages so as to make two ends meet, in these days of high cost of living there will be less worries to them. Naturally this will result in their giving more attention to the company's work. I think there is possibility of increasing the efficiency of the lowest paid workmen resulting in increase in business of the company.

145 It may be contended that even if higher wages are given to the persons on administrative side there is no likelihood of increase in the efficiency, because the staff is not concerned in securing business. It may also be contended that

Insurance business consists in selecting risk and safeguarding future contingency and that there is administrative staff along with Development staff. Development staff is instrumental in securing business, and the Administration has no concern in securing business.

146. It is true that Development staff procure Insurance business and that the employees in this reference are concerned with administrative section in the company. In my opinion, for efficient functioning of the company, the administrative staff and Development staff have to work in co-ordination and in harmony. The payment of higher wages to the administrative staff will increase the efficiency in the administration of the company and consequently in securing business.

147. In fixing a revised scale of wages and rates of Dearness Allowance the Tribunal has to consider the scales of wages and rates of Dearness Allowance prevailing in comparable concerns in the same area. It has to apply the Industry-cum-Region formula.

148. While fixing revised wage scales and rates of Dearness Allowance by the application of the Industry-cum-Region formula the Tribunal has to take into account the total wage packet i.e., basic wage, plus Dearness Allowance in the comparable concerns and not merely the basic wage, (*vide Greaves Cotton and Co., Ltd., Vs. Their workmen, 1964, 1, LLJ, Page 342*).

149. It is also well settled that when Industrial Tribunals are considering the questions, such as wage structure, Dearness Allowance and similar conditions of service, the principle of Industry-cum-Region has to be applied. For this purpose the Tribunal has to compare the scales and rates of Dearness Allowance prevailing in similar concerns in the same region, with those prevailing in the concern with respect to which the dispute is under consideration. Generally speaking, similar concerns would be those in the same line of business, as the concern in question, but even in the same line of business, it would not be proper to compare a small struggling concern with a large flourishing concern.

150. Even when the other concern is in the same line of business, the Tribunal has to take note of several relevant factors before it can justifiably come to the conclusion that the other concern which is put up for comparison is in fact a comparable concern. These factors are;

- (i) extent of business carried on,
- (ii) capital invested,
- (iii) extent of profits made,
- (iv) their standing,
- (v) Summary of total emoluments (Minimum and Maximum) applicable to
- (vi) extent of reserves,
- (vii) dividends declared by them in the immediate past,
- (viii) their future prospects, and
- (ix) such other relevant factors.

When on consideration of these factors it is found that there is large disparity between the two concerns, then, even though the two concerns are in the same line of business, it would not be proper to consider the other concern to be a comparable concern and in such a case, it would be erroneous to fix for the small concern under consideration the same wage structure as obtains in the large concern merely on the ground that both of them are in the same line of business.

151. The question whether there is large disparity between the two concerns in the same business is always a question of fact and for holding that the two concerns are similar concerns it is necessary that they must be exactly equal in all respects. All that the Tribunal has to see is that the disparity is not so large as to make the comparison unreal (*vide French Motor Car Co., Ltd., Vs. their Workmen, 1962, 11, LLJ, page 744*).

152. Another principle is that concerns of more or less the same standing in the same industry should have as nearly as possible same wages so that they might stand on a par with one another in the matter of competition, otherwise, if disparate rates of wages are fixed in a particular concern, which are much higher than the prevailing rates of wages in the concerns of similar standing in the same industry, it will be put at a disadvantage when it comes to compete in the market in the sale of its products.

153. Bearing the above mentioned general principles of wage fixation in mind, it has to be seen whether the scales of pay, rates of Dearness Allowance and other service conditions of the employees in the company in question are less than those prevailing in comparable concerns in the same line of business in the same region.

154. The Association has produced the following statements in support of their demands for revision of wage scales, Dearness Allowance, etc;

- (i) Comparative statement showing wage scales applicable to Assistants, Senior Assistants, and Sectional Heads in the Insurance Company under reference and comparable Insurance companies (Ex. 5/W).
- (ii) Comparative statement showing wage scales applicable to peons, Drivers, Record Clerks, Stenographers in the Insurance Company under reference and comparable Insurance companies (Ex. 6/W).
- (iii) Statement regarding Financial capacity of All India General Insurance Co., Ltd., from 1957 to 1968 (Ex. 8/W).
- (iv) Comparative statement showing the rates of Dearness Allowance prevailing in various General Insurance Companies (Ex. 9/W).
- (v) Summary of total emoluments (Minimum and Maximum) applicable to lower grade Assistants and Senior Assistants in the insurance company under reference and comparable Insurance companies in Bombay at Bombay index 781 (1934 = 100) and/or All India Index No. 215 (1949 = 100) (Ex. 10/W).
- (vi) Summary of total emoluments (Maximum and Minimum) applicable to Stenographers and Sectional Heads in the Insurance Company under reference and comparable Insurance companies in Bombay at Bombay index No. 781 (1934=100) and/or All India Index No. 215 (1949=100) (Ex. 11/W).
- (vii) Summary of total emoluments (Minimum and Maximum) applicable to peons, Drivers, Record Clerks in the Insurance Company under reference and comparable Insurance companies in Bombay at Bombay No. 781 (1934 = 100) and/or All India Index No. 215 (1949 = 100) (Ex. 12/W).
- (viii) Statement showing the Financial position of the comparable companies as on 31st December, 1967 as per the source of Insurance Year Book 1968 excluding the strength of the employees (Ex. 46/W).
- (ix) Balance sheets and reports for the year from 1963 to 1968 (Ex. 47/W (a) to (f)).
- (x) Statement showing the working results of the All India General Insurance Co., Ltd., in the years from 1963 to 1968 (Ex. 20/W).

155. Shri Madan Mohan relies on the above mentioned statements to show that the wage scales, rates of dearness allowance, etc. paid to the employees of the company in question are far less and inadequate as compared to those in the comparable concerns mentioned in Exhibits 5/W, 6/W and 9/W.

156. For finding out which of the companies are comparable concerns the statement Ex. 46/W has to be taken into consideration. This statement gives complete information in respect of 14 companies only including the company in question. It does not supply information in respect of certain matters viz., Paid up Capital, Net Premium, Insurance Funds, General Reserves, Profit before taxation and Dividend declared in respect of companies mentioned at Ss. No. 6 to 27. Hence these 22 companies mentioned at S. Nos. 6 to 27 cannot be taken into consideration

157. Statement Ex. 46/W is as follows:—

S. No.	Name of Company	Year of establishment	Paid-up capital	Total assets	Gross premium	Nett premium	Insurance funds	General reserves	(In thousand of Rupees.)		
									Profits before taxation	Dividend declared	Total No. of workers at Bombay
1	2	3	4	5	6	7	8	9	10	11	12
1	Jalanath.	1922	1,000	14,459	3,053	4,836	4,614	965	Nil (Loss 133)	Nil	20
2	Sterling	1944	1,515	16,123	7,969	7,536	3,015	1,836	481	12	25
3	British India	1919	2,000	41,294	21,671	35,600	14,240	6,083	668	17½	135
4	New Great	1943	2,000	40,130	25,012	18,853	10,100	799	961	22½	300
5	Hercules	1935	5,400	31,509	12,207		8,945	2,602	1,949	15	42
6	Commercial Union	1861	Not available	27,862	21,671	Not Available					
7	Northern Assurance	1836		2,560	3,449			Do.			106
8	Employers Liability	1880		2,747	3,433			Do.			
9	South British	1872	Do.	8,450	10,558		Do.				54
10	Royal Insurance	1845	Do.	15,769	10,693		Do.				
11	London & Lancashire	1862	Do.	13,957	12,441		Do.				122
12	Liverpool & London & Globe	1836	Do.	2,244	1,470		Do.				
13	Central Insurance	1907	Do.	378	301		Do.				
14	Guardian	1821	Do.	5,639	2,520		Do.				17
15	Caledonian	1805	Do.	1,683	3,010		Do.				
16	Home	1853	Do.	4,544	7,096		Do.				
17	Legal & General	1836	Do.	1,977	1,231		Do.				32
18	Phoenix Assurance	1782	Do.	5,903	7,069		Do.				22

1	2	3	4	5	6	7	8	9	10	11	12
19	Alliance Assurance . . .	1824	Not Available	6,967	9,190		Not Available				
20	Sun Insurance . . .	1710	Do.	3,632	2,924		Do.				20
21	New Zealand . . .	1659	Do.	9,808	8,626		Do.				18
22	Atlas . . .	1808	Do.	12,844	8,806	Not available					30
23	Royal Exchange . . .	1720	Do.	93,738	8,653		Do.				90
24	Eagle Star . . .	1904	Do.	13,646	12,662		Do.				16
25	Norwich Union . . .	1797	Do.	4,710	7,542		Do.				92
26	Scottish Union & National . . .	1824	Do.	4,474	4,855		Do.				104
27	Maritime . . .	1864	Do.	347	874		Do.				144
28	Indian Trade . . .	1944	2,986	17,337	12,976	17,998	7,322	3,887	697	10	92
29	Jayabharat . . .	1943	2,500	15,099	8,748	4,735	2,766	2,771	705	Nil	104
30	Jupiter . . .	1919	2,625	33,042	13,929	11,627	6,387	1,964	65	6	144
31	New India Assurance . . .	1919	22,787	3,73,822	1,45,659	2,28,361	1,20,450	41,641	7,135	40	900
32	Oriental Fire . . .	1947	11,000	1,80,542	69,770	90,238	51,075	13,463	5,960	15	450
33	South India . . .	1934	3,000	24,147	17,594	15,541	8,417	3,305	980	20	140
34	India R/I Corpn. . .	1956	10,000	1,26,056	..	76,562	30,625	21,333	2,614	12½	82
35	Concord India . . .	1931	1,350	28,651	7,752	13,642	8,415	1,625	599	15	65
36	All India General . . .	1944	1,000	8,061	5,011	5,182	2,691	72	120	7½	120

(All over India/47 at H.O. Bombay)"

158. The learned Advocate Shri Kothari contends that the companies mentioned in Ex. 46/W are not comparable with the company in question. According to him, Calcutta Insurance Co. Ltd., is comparable with the company in question.

159. The learned Advocate Shri Kothari relies on the evidence i.e., the affidavit of the company's Secretary Shri P. S. Parameswaran (Ex. 87/E) and on the ruling of the Supreme Court reported in 1967, II, LLJ, Page 1 to show that the company in question is comparable with Calcutta Insurance Co. Ltd.

160. In 1967, II, LLJ, Page 1, relevant portion on page No. 5 the Supreme Court has observed as follows:—

"We were handed up certain charts by counsel on both sides. It is admitted that the paid-up capital of the company and its premium income are comparable only to All India General Insurance Company out of the companies mentioned in the Indian Insurance Year Books. The free reserves of three companies were also comparable as also the paid up capital and reserve. The scales of salary as fixed by the tribunal in this case are also comparable to those in the All India General Insurance Company."

161. Shri P. S. Parameswaran also states in his affidavit Ex. 87/E that the company in question has been held comparable with Calcutta Insurance Co., Ltd.

162. It appears from the judgment in 1967, II, LLJ, Page 1 that Dhanbad Tribunal had given award on 25th April, 1964 in respect of dispute regarding wage scales etc. between Calcutta Insurance Co. Ltd. and its employees. The appeal was heard and decided on 6th February, 1967. There can be no doubt that the dispute must have been raised long before 1964. In the present case, this Tribunal is deciding the dispute in respect of the company and its employees in 1970. It may be that this company was held comparable with Calcutta Insurance Co. Ltd. at that time, but if the evidence on record shows that this company has flourished thereafter and made progress, the other companies having the same financial position can be taken into consideration.

163. The company has produced a copy of settlement between Calcutta Insurance Co. Ltd. and its employees at Ex. 92/E. It appears that there was settlement on 31st May, 1968 and the following scales were given to the employees of Calcutta Insurance Co. Ltd.

Sub-Staff . . . Rs. 40—3—70—EB—5—105 (17 years).

Filing Assistant . . . Rs. 50—3—68—4—88—EB—5—148 (23 years).

Assistant . . . Rs. 85—5—95—8—135—EB—10—195—EB—15—270—EB—25—370 (22 years).

The Dearness Allowance was as follows :—

Sub-Staff. . . . Rs. 60.00 per month (flat).

Filing Assistant . . . Rs. 75.00 per month (flat).

Assistants . . . Rs. 100.00 per month (flat).

164. From the above statement, it is clear that each category was getting the minimum and maximum pay as mentioned below:—

	Minimum	Maximum
Sub-Staff. . . .	Rs. 40+60=100	Rs. 105+60=165
Filing Assistant . . .	Rs. 50+75=125	Rs. 148+75=223
Assistant	Rs. 85+100=185	Rs. 370+100=470

165. The minimum and maximum pay scale of the employees in the company in question at Bombay and Calcutta are as follows:—

	Minimum			Maximum		
	Pay	B.A.	Total	Pay	B.A.	Total
Sub-Staff (Peons etc.)	35	50	85	10	50	160
Ass'tants	70	65	135	360	91	451

166. A bare comparison of the two statements referred to above shows that the pay scales of sub-staff and Assistants working in the company in Bombay and Calcutta are less than those of similar employees working in Calcutta Insurance Company Ltd. Hence, even if it is taken that Calcutta Insurance Co., Ltd., is comparable with the company in question, scales of pay rates of Dearness Allowance of the employees in the company will have to be revised as they are less.

167. Turning to Ex. 46/W, we have to see which of the General Insurance companies out of those mentioned at S. Nos. 1 to 5 and 28 to 35 are comparable concerns.

168. A perusal of Ex. 46/W shows that:

- (i) Paid up capital,
- (ii) Total assets,
- (iii) Gross Premium,
- (iv) Net Premium,
- (v) Insurance Funds,
- (vi) General Reserves,
- (vii) Profits before taxation; and
- (viii) Dividend declared.

in respect of General Insurance Companies mentioned at S. Nos. 2 to 5, and 28 to 35, they stand no comparison with the company in question i.e. All India General Insurance Company. These companies are bigger companies. They cannot be therefore compared with the company in question. As regards Jalanath Insurance Co. mentioned at S. No. 1 in Ex. 46/W, it appears to be comparable with the company in question.

169. The employees working in Jalanath Insurance Co. and in the company in question get the minimum and maximum pay as mentioned below (Ex. 10/W):

	Minimum		Maximum	
	Jalanath	All India	Jalanath	All India
	Rs.	Rs.	Rs.	Rs.
Peons (Sub-staff) (Bombay)	315	85	429	160
Assistant (Bombay)	360	135	935	451
Driver	345	..	486	..

170. It would be clear that the employees working in the company in question are getting wages far less as compared to the employees working in Jalanath. If we add interim relief to the minimum and maximum of the wages drawn by the employees working in the company in question even then the total emoluments will be far less as compared to those working in Jalanath. There can be therefore no doubt that the wage scales, rates of Dearness Allowance and the service conditions of the employees working in the company in question will have to be revised and upgraded.

171. The next point is as to what scales of pay and rates of Dearness Allowance should be given to the employees of the company in question.

172. The Association has claimed the scales of pay and Dearness Allowance as mentioned below:—

- 'A' GRADE: 120—5—150—6—192—8—240 in 19 years.
- 'B' GRADE: 180—6—192—8—240—10—300 in 14 years.
- 'C' GRADE: 190—8—214—10—264—12—300—15—360 in 15 years
- 'D' GRADE: 200—10—260—15—350—20—490 in 19 years
- 'E' GRADE: 275—15—350—20—450—25—600 in 16 years.
- 'F' GRADE: 325—25—400—30—550—40—750 in 13 years.

Dearness allowance shall be paid at the rate of 1 per cent of basic pay for every rise of one point of the All India Working Class Consumers' Price Index (1949 base=100 points) with a minimum of Rs. 50. The published Index figure shall be increased by ten points on account of faulty compilation of Index figure for the purpose of calculation of Dearness Allowance

173. If the scales of pay and rates of Dearness Allowance and other demands as claimed by the employees of the company are allowed in toto, the total approximate increase in the liability of the company would be more than Rs. 10 lakhs, per year as shown in Ex. 80/E

174. The gross profit earned by the company during each one of the years 1965 to 1968 are Rs. 85,348, Rs. 1,25,916, Rs. 1,19,819 and Rs. 1,81,977 respectively.

175. If the gross profits earned by the company are taken into account, it will be clear that the scales of pay and rates of Dearness Allowance and all other demands as claimed by the Association cannot be accepted in toto.

176. Considering the facts and circumstances of this case, and the documents on record, I am of the view that the following scales of pay should be allowed to the employees in the company all over India.

- A) Assistants . Rs. 145—5—145—8—177—10—227—12—275—EB—14—345—I
360—10—370—15—430—20—470—(27 years).
- (B) Sub-Assistants . Rs. 95—4—115—5—180 (18 years).
- (C) Clerks . Rs. 110—5—180 (12 years)
- (D) Sub-Staff . Rs. 85—3—100—4—120—5—160 (18 years).
(Peons etc.)

177. As regards Dearness Allowance the Association's demand is that it should be linked with the Cost of Living Index.

178. The learned Advocate Shri Kothari for the company on the other hand contends that if the Dearness Allowance is linked with the cost of Living Index it will put heavy burden on the company. Cause of rise and extent of rise have not been proved in this case by the Association. The working class consumer price index produced in this case does not show the consumer price index of middle class working employees. The extent of neutralisation depends upon the cause of rise and extent of rise. In the peculiar circumstances, the existing pattern of Dearness Allowance be maintained till the life of the Award.

179. A perusal of the Dearness Allowance paid to the employees will show that it does not provide neutralisation for any rise in the Cost of Living Index. Dearness Allowance has been fixed on *ad hoc* basis, on flat rate without linking with the Cost of Living Index. The real wages of the employees were constantly falling.

180. Dearness Allowance is allowed to compensate the rise in the price level. Majority of the General Insurance Companies are allowing Dearness Allowance, to the employees linking the same with the Cost of Living Index. Nowadays there is a trend in this region to link Dearness Allowance with Cost of Living Index.

181. If the Dearness Allowance is not linked with the Cost of Living, the employees will continue to raise demands from time to time, whenever the cost of Living Index goes up. In order to avoid multiplicity of litigation and to maintain peace and harmony in the Industry it is necessary to link the Dearness Allowance with the Cost of Living Index. I, therefore, allow the Dearness Allowance to the employees in question as mentioned below:—

- (1) Fixed Dearness Allowance of Rs. 15 to each employee working all over India.

- (ii) In addition for every rise or fall of one point in the quarterly average of All India Average Consumer Price Index for Industrial Workers base year 1949=100, over 170, the Dearness Allowance will be increased or decreased as follows:—

For the first Rs. 100 of basic salary—1 per cent.

For the balance amount of basic salary— $\frac{1}{2}$ per cent.

Provided, however, that the maximum D.A. payable including the adjustment stated above shall not exceed Rs. 200 per month.

Note.—The Dearness Allowance adjustment for any quarter shall be made on the basis of the average of All India Average Consumer Price Index for Industrial Workers base year 1949=100 for the quarter last preceding the previous quarter (e.g. adjustment for first quarter of any year shall be on the basis of average of 3rd quarter of previous year). In calculating average index figure fraction of $\frac{1}{3}$ will be ignored and $\frac{2}{3}$ will be considered as one point.

182. In my opinion the burden due to the scales of pay, rates of Dearness Allowance and other amenities, which I am allowing would not be such as the company would not be able to bear.

183. Out of the additional burden which the company will have to bear due to wage scales, rates of Dearness Allowance and other service conditions, it would save approximately income tax of half of the additional burden per year. The real burden on the company would, therefore, be only half of the total burden.

184. The learned Advocate Shri Kothari for the company contends that any increase in pay, Dearness Allowance and improvements in the service conditions of the employees will cross the allowable limit of the managerial expenses of the company and that there would be violation of Section 40C of the Insurance Act, 1938 read with rule 17(E).

185. It is not the defence of the company that this reference is invalid in view of the Section 40C of the Insurance Act, 1938 and that this Tribunal has no power to grant increases. Section 40C of the Insurance Act is not directly related to fixation of wages or percentage of wages. It attempts to limit the expenses of the management.

186. Section 64M of the Insurance Act is as follows:—

"64M(1) It shall be the duty of the Executive Committee of the General Insurance Council to meet at least once before the 31st day of March every year to advise the Controller in fixing under the proviso to sub-section (1) of Section 40C the limits by which the actual expenses of the management incurred by an insurer carrying on general insurance business in respect of such business in the preceding year may exceed the limits prescribed under that sub-section and in fixing any such limits the Controller shall have due regard to the conditions obtaining in general insurance business in the preceding year and he may fix different limits for different groups of insurers.

(2) Where an insurer is guilty of contravening the provisions of Section 40C with respect to the expenses of management the Controller may after giving the insurer an opportunity of being heard, administer a warning to the insurer.

(3) Where in any case two warnings given to an insurer under sub-section (2) have been disregarded by him, the Controller may take such action against the insurer as may be prescribed."

187. It appears from Section 64M(2) that when an insurer is guilty of contravening the provisions of Section 40C with respect to the expenses of the management, the Controller, may, after giving the insurer an opportunity of being heard, administer a warning to the insurer.

188. It appears from Section 64M(1) of the Insurance Act, 1938 that the Executive Committee of the General Insurance Council meets at least once before 31st March every year to advise the Controller in fixing under the proviso to sub-section (1) of Section 40C, the limit by which the actual expenses of management incurred by an insurer carrying on General Insurance business in respect of such business in the preceding year may exceed the limits prescribed under that sub-section and that in fixing any such limits the Controller shall have due regard to the conditions obtaining in General Insurance business in the preceding year and that he may fix different limits for different groups of insurers.

189. If we read the Section 40C(1) and Rule 17(E) and Section 64M of the Insurance Act carefully, it will be clear that if the management expenses increase due to pay fixation and improvements in service conditions under an Award of the Tribunal, the Controller will have to take the increase into consideration while fixing different limits for different groups of insurers on the advice of the Executive Committee of the General Insurance Council. It cannot be said that the Tribunal cannot fix wages and improve service conditions of the employees simply because it will have the effect of crossing the allowable limits of the managerial expenses of the company. It is nowhere laid down in the Insurance Act, that the Tribunal will be incompetent to allow increase in pay and improve service conditions of the employees, if there would be violation of Section 40C of the Insurance Act. What the Tribunal has to see is whether the company has got financial capacity to bear the burden. If it has, the Tribunal has to allow upward revision.

190. Similar objection was raised before the National Tribunal at Delhi in Reference No. NIT-1 of 1969. It has held in its Award published in the Gazette of India, July, 12, 1969, Part II, Section 3(ii), Page 2806 to 2829 as follows:—

"In my opinion, in a case like this, when dispute between an employer and his employees regarding pay scale and dearness allowance is referred to a Tribunal, the employer cannot oust the jurisdiction of the Tribunal by merely pleading that the expenses of management incurred by him have already exceeded the prescribed limit. It would be open to the Tribunal even in the fact of such a plea to see if it is possible to give relief to the employees...."

191. Section 64M shows that the Controller has got discretion to give warning to the insurer, after giving the insurer an opportunity of being heard. It means that the Controller would certainly take into consideration the increase in the managerial expenses due to the Award. This Section does not compel the Controller to give warning and to take action. I am, therefore, of the view that Section 40C of the Insurance Act read with Rule 17(E) does not come in the way of the Tribunal from granting necessary and reasonable reliefs and imparting social justice to the employees. I, therefore, disallow the contention raised by Shri Kothari in this respect.

192. In view of the above findings, I pass my order in respect of Demand Nos. 3 and 4 regarding Scales of pay and Dearness Allowance as follows:—

ORDER

The following scales of pay are made applicable to the employees of the company all over India.

(A) Assistants . Rs. 140—5—145—8—177—10—227—12—275—14—345—15—360—10—370—15—430—20—470 (27 years).

(B) Sub-Assistants . Rs. 95—4—115—5—180 (18 years).

(C) Drivers . Rs. 120—5—180 (12 years).

(D) Sub-staff (Pcons etc). . Rs. 85—3—100—4—120—5—160 (18 years).

(ii) The following rates of Dearness Allowance are made applicable to the employees of the company all over India:—

(i) Fixed Dearness Allowance of Rs. 15 to each employee working all over India.

(ii) In addition for every rise or fall of one point in the quarterly average of All India Average Consumer Price Index for Industrial Workers base year 1949=100 over 170, the Dearness Allowance will be increased or decreased as follows:—

For the First Rs. 100 of basic salary—1 per cent.

For the balance amount of basic salary— $\frac{1}{2}$ per cent.

Provided, however, that the maximum D.A. payable including the adjustment stated above shall not exceed Rs. 200 per month.

NOTE.—The Dearness Allowance adjustment for any quarter shall be made on the basis of the average of All India Average Consumer Price Index for Industrial Workers base year 1949=100 for the quarter last preceding the previous quarter (e.g. adjustment for first quarter of any year shall be on the basis of average of 3rd quarter of previous year). In calculating average index figure fraction of $1/3$ will be ignored and $2/3$ will be considered as one point.

DEMAND NO. 5 *Adjustment and merger of Dearness Allowance*

193. As regards this demand, the Association's case as made out in paras. 75 to 79 of the Ex. 1/W is as follows:—

"The Association submits that the Adjustments and merger of dearness allowance be made in the following manner:—

ALL EMPLOYEES SHALL BE FITTED INTO THE NEW SCALE ON A STAGE TO STAGE BASIS. THE BASIC PAY AND THE DEARNESS ALLOWANCE AS ON 31ST DECEMBER, 1965 SHALL BE TREATED AS BASIC PAY ONLY FOR THE PURPOSE OF ADJUSTMENT OF BASIC PAY TO THE NEW SCALE OF PAY.

The Association submits that after introducing the pay scales and rates of dearness allowance as demanded under Demand Nos. 3 and 4 the existing employees in the company should get the benefit of the new scales and this benefit can be made available to them by adjusting the existing basic pay of the employees after adding dearness allowance to that on stage to stage basis. In other words existing basic pay and dearness allowance as on 31st December, 1965, after being fitted in into the new scale shall receive as many number of increments as the number of years of service he has put in the company. Any employee who is found to have been receiving more basic salary than the number of years of service he put in warrants, he shall continue to receive the additional basic pay as his personal pay and will continue to get the annual increments in terms of the revised pay scales.

The Association has already made detailed submissions in the foregoing paragraphs in justification of their demand for merger of dearness allowance in the basic pay. The Association in this demand has submitted that for the purpose of adjustment of the existing wage into the revised wage scale which would be formulated on the basis of the 1949 price level, the existing basic pay and the dearness allowance paid on 31st December, 1965 should be taken as basic pay from the date the revised pay scales come into force, as even after merging the dearness allowance paid on that day into the basic, the basic pay that would emerge would still be much below the level of pay scales that should be formed on the 1949 price level.

The acceptance of the time scale pre-supposes the acceptance of different needs of an employee at different years of his service. Therefore provision must be made in the award so that the existing employees get the benefit of the time scale which is fixed for him. Denial of such fixation amounts to denial of the time scale to the existing employees. As the scale will be made with reference to the years of service of an employee being based mainly on the consideration of the needs of an employee according to the different years of service corresponding roughly to the different years of life, any refusal to adjust his salary in the new scale according to the years of service will reduce the time scale wage to a farce. The Association therefore submits that any fair and just basis of adjusting the existing salary to the revised pay scales is a stage to stage adjustment because this is the only method by which the employees can get the real advantage of the new scales.

The employees who have put in more number of years of service as compared to the new entrants are required to shoulder heavier responsibilities of life and are more efficient in their work. The Association's demand for stage to stage adjustment is therefore quite just and reasonable more so when the paying capacity of this company cannot be disputed."

194. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The demand is also not justified particularly in view of the fact that in the past the workmen have been receiving annual increments on the basis of a valid agreement entered into with the workmen."

195. The learned Advocate Shri Kothari for the company contends that no point to point adjustment is necessary in this case as the scales were fixed recently and as there were periodical revisions in the emoluments of the employees from 1957. He further contends that stage to stage adjustment was already given in the year 1957 and that on account of this no second adjustment should be given to the employees in the present case. There appears to be much force in this contention of Shri Kothari. I accept the same for the following reasons:—

196. The Association has produced a settlement at Ex. 28/W. It appears from this settlement (clause II) that adjustment was given to the employees of the company working at Head Office, Bombay while fixing their pay.

197. As adjustment was given in 1957 and as the scales of pay with increments have been existing since many years, there appears to be no justification for giving stage to stage adjustment as claimed by the Association.

198. The Supreme Court of India has held in the case between the French Motor Car Company, Ltd., and their workmen reported in 1962, II, LLJ, page 744, as follows:—

"Generally adjustments are granted when scales of wages are fixed for the first time. But there is nothing in law to prevent the industrial tribunal from granting adjustments of the employees in the revised wage scales even in a case where previously pay-scales were in existence, but this has to be done sparingly taking into consideration the facts and circumstances of each case. The usual reason for granting adjustment even where wage scales were formerly in existence is that the increments provided in the former wage scales were particularly low and therefore justice required that adjustment should be granted a second time.

In a case where a comparatively generous rate of increment was in force previously and the company was paying the highest wages in its own line of business, the industrial tribunal had no justification to grant adjustments as a matter of course...".

199. In short, relying on the principle laid down in the case referred to above, I am of the view that point to point adjustment as claimed by the Association in this case cannot be allowed.

200. The Association's next demand is that basic pay and the Dearness Allowance as on 31st December, 1965 should be treated as basic pay only for the purpose of adjustment to basic pay to the new scale of pay. This demand of the Association is excessive and not reasonable. The same cannot be accepted.

201. Though I am not allowing point to point adjustment and merger of Dearness Allowance as on 31st December, 1965 for the purpose of adjustment of basic pay to the new scale of pay as demanded by the Association, I am, however, allowing them some adjustment as mentioned below:—

202. As regards Assistants working in the company anywhere in India, their pay should be fixed in the new scale with effect from the date the Award is made applicable to them by adding Rs. 70 to the pay of the employee concerned in the existing scale drawn on that day.

203. When the employee is brought on to the new scale of pay by adding Rs. 70 as mentioned above, his pay should be stepped up to the next stage in the new scale of pay with effect from the date the Award is made applicable, in case there is no such stage in the new scale of pay.

204. As regards Drivers, Sub-Assistants, Sub-staff (Peons watchmen etc) working in the company anywhere in India, their pay should be fixed in the new scale with effect from the date the award is made applicable to them by adding Rs. 50 to the pay of the employee concerned in the existing scale drawn on that day.

205. When the employee is brought on to the new scale of pay by adding Rs. 50 as mentioned above, his pay should be stepped up to the next stage in the new scale of pay with effect from the date the Award is made applicable, in case there is no such stage in the new scale of pay.

206. If an employee in any of the offices of the company is drawing more basic pay than what is given after proper adjustment as mentioned above, he shall continue to receive the excess amount as personal pay.

207. As regards normal dates of increments in the existing scale of pay, they would not be affected on account of adjustment of pay in the new scale. Every employee will get increment as and when it becomes due as usual.

208. As regards the new rates of Dearness Allowance which I have given, the employees mentioned above will get Dearness Allowance at the new rates with effect from the date of fixation of their pay in the new scales.

209. The existing scales of pay and Dearness Allowance including Interim Reliefs would cease to continue with effect from the dates from which the new scales of pay and Dearness Allowance come into force.

210. The amounts of Interim Reliefs should be adjusted towards arrears of pay and Dearness Allowance that would become due to the employees concerned.

211. In view of the above findings, I pass the following order, in respect of this demand:—

ORDER

(i) The company is directed to fix the pay of the employees in the new scale as mentioned above.

(ii) The company is further directed to give the scales of pay and Dearness Allowance to the employees all over India as mentioned in Demand Nos 3 and 4.

Demand No. 6—Special Allowances:

212. As regards this demand, the Association's case as made out in paras. 80 to 85 of the Ex. 1/W is as follows:—

"At present the company under reference is having a provision with regard to the payment of special allowances as detailed in annexure 'B'.

The Association submits that the existing provision is inadequate and has to be revised. The Association submits that the following types of special allowances for various jobs be introduced at all the offices of the company:

SPECIAL ALLOWANCES.—EMPLOYEES ENGAGED IN WORK MENTIONED BELOW AND/OR DESIGNATED AS BELOW SHALL BE ENTITLED TO SPECIAL ALLOWANCE PER MENSEM IN ADDITION TO THEIR SALARIES AND EMOLUMENTS IN THE MANNER STATED BELOW:—

(a) HEAD PEONS, BANK PEONS, DESPATCH PEONS, FRANKING MACHINE AND DUPLICATE MACHINE OPERATORS AND SUCH OTHER EMPLOYEES: Rs. 20/00 PER MONTH.

(b) TYPISTS, TELEPHONE OPERATORS, CASHIERS, ADREMA OPERATORS, COMPTISTS AND SUCH OTHER EMPLOYEES: Rs. 30/00 PER MONTH.

The Association submits that the above allowances shall be paid in addition to the monthly emoluments as demanded above mainly on the ground of special qualifications, special skill and responsibilities attaching to or required in the office or jobs entrusted. It is further submitted that the job of a despatch peon and bank peon is more strenuous and involves extra hazardous work. The Bank peon runs the risk of being subjected to robbery and theft and loss of money in transit similarly a despatch peon has to work very hard as compared to other peons working in the office. The work of Daftary and peons handling various types of machines is more skilled and requires to be compensated by way of payment of special allowance. The head peon is required to take responsibility of supervision of the work of the peons. His work is more responsible and should carry additional remuneration by way of special allowance. In the same way the job of a watchman is very strenuous and his working hours are also longer as compared to other peons. This also requires consideration.

The demands of payment of special allowance to typists, telephone operators, comptometer operators etc. is also based on the ground that the job requirement of those employees are more strenuous and more skilled, and it is necessary that additional remuneration is paid to them for the additional strain and skill involved in their jobs. Such allowances are paid in all insurance companies as well as Life Insurance Corporation of India. The Bank Award also made provision for payment of such allowances to all the employees mentioned in sub-
paras (a) and (b) of para above.

The existing provision of paying Rs. 10/00 for Stenographer and Cashier and Telephone Operator Rs. 15/00 and not to other categories of employees and Rs. 10/00 to havalدارs and Rs. 5/00 to cash handling peons was introduced in the year 1963 and since then there has been substantial changes in the year circumstances rendering the said provision which has now become inadequate and out moded. The demand for the revision of this provision and for paying special allowance to other categories of workmen as named above as well, is therefore, quite just and reasonable.

The paying capacity of the company under reference is also not disputed and the demand for payment of such allowances can easily be met by the company. In these circumstances the demand is quite and proper and the workmen are entitled to the same."

213. The company's case in respect of this demand is made out in the written statement Ex. 2/E is as follows:—

"It is submitted that the demand for special allowance is based on the assumption that the respective categories are in existence in the office of the Company. As stated above the Company is a small organisation employing a small number of persons and there is no scope for designating anybody as head peon or bank peon and then giving special allowance to them. The work that the peons have to do cannot be segregated in exclusive category, as the quantum of work for a particular category of work would be insufficient to keep the respective peon engaged for the whole day. The present system, therefore, of allotting work to different peons according to necessity has to be continued, as the quantum of work, for which special allowance is demanded for the peons, is not on a mentionable scale. Any allowance for peons on that account is not at all justified. Similarly, there are no franking machines and duplicating machine operators separately designated as such in the Company's office and as such no question of any special allowance in these cases can arise. The other categories mentioned in Clause 'B' of the demand are not entitled to any other special allowance than what they are receiving at present under the existing agreement. The present special allowance are as follows:

Cashier	. . . . .	Rs. 10 per month.
Stenographer	. . . . .	Rs. 10 per month.
Telephone Operator	. . . . .	Rs. 15 per month.
Havildar	. . . . .	Rs. 10 per month.
Filing Peon	. . . . .	Rs. 10 per month.
Cash Peon	. . . . .	Rs. 5 per month.

In addition, as a result of an agreement before the Conciliation Officer certain members of the staff are getting special allowance ranging from Rs. 10/- to Rs. 25/- per month."

214. The Association has produced a statement at Ex. 7/W to show as to what special allowance is paid by different companies to different categories of employees. That statement is as follows:—

Sl. No.	Name of Company	Tel. Operator	Cashier	Bank Peon	Despatch Peon	Havildar	Typist	Duplicating	Steno-grapher
		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	2	3	4	5	6	7	8	9	10
1	Jalanath	Nil	15	10	Nil	10	Nil	Nil	Nil
2	Sterling	10	15	Nil	Nil	Nil	Nil	Nil	Nil
3	British India	Nil	15	10	Nil	10	Nil	10	Nil
4	New Great	Nil	Nil	10	Nil	Nil	Nil	15	Nil
5	Hercules	Nil	20	Nil	Nil	Nil	Nil	Nil	Nil
6	Commercial Union	Nil	Nil	10	Nil	Nil	Nil	Nil	Nil
7	Northern Assurance								
8	Employers Liability								
9	South British	Nil	15	10	10	Nil	Nil	Nil	Nil
10	Royal	Nil	Nil	10	Nil	Nil	Nil	Nil	Nil
11	London Lanchshire								
12	Liver Pool & London & Globe								
13	Central Insce	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
14	Guardian								
15	Caledonian								
16	Home	Nil	10	10	Nil	Nil	Nil	Nil	Nil

215. The existing provision in respect of special allowance in the company in question is to give Rs. 10/- to Havildar, Rs. 5/- to Bank Peon. There is no provision of giving any special allowance to dispatch peon, Franking Machine and Duplicating Machine operators.

216. The Association's demand is that special allowance of Rs. 20/- per month should be paid to Head Peons, Bank Peons, Despatch Peons, Franking Machine and Duplicating Machine Operators.

217. The Association's demand is that special allowance of Rs. 10/- per month paid to Havildar and Rs. 5/- to cash peon should be increased to Rs. 20/- and that this special allowance should also be given to despatch peons. Franking Machine and Duplicating Machine Operators on the ground of special qualifications, special skill and responsibilities attached to the duties performed by these persons. The Association claims increase of Rs. 10/- and Rs. 15/- in this allowance in respect of Havildar and Cash Peon respectively on the ground that there has been substantial change in the circumstances.

218. As the pay scales and service conditions of the employees are being revised, I do not think that there is any justification for increasing the amount of special allowance by Rs. 10/- and Rs. 15/- per month in respect of Havildar and Cash Peon respectively. In my opinion the Havildar and Cash Peon should continue to get Rs. 10/- and Rs. 5/- respectively per month in addition to their other emoluments.

219. The next point is whether Despatch Peons, Franking Machine and Duplicating Machine Operators should be given special allowance for doing their duties. In my opinion the duties of Despatch peons are not onerous one. These duties do not require any special skill. It appears that out of 36 companies referred to above in Ex. 7W, only 4 companies are giving special allowance to despatch peons but at the same time there are 32 companies including the company in question, which do not give special allowance to despatch peons. It cannot, therefore, be said that there is a trend in the Insurance Companies to give special allowance to Despatch Peons. Hence the Despatch Peons should not be given any special allowance.

220. As regards Duplicating Machine Operators, the Duplicating Machines working on Electricity do not require any manual work at all. Other type of Duplicating Machines require manual work. But it does not require any special skill. Ordinary Intelligence is sufficient to work on Duplicating Machines. From the Ex. 7/W, it appears that out of 36 Insurance Companies, only 5 Insurance companies are paying special allowance to Duplicating Machine Operators. The remaining 31 companies are not paying any special allowance to Duplicating Machine Operators. It cannot, therefore, be said that there is any trend in Insurance Companies to give special allowance to Duplicating Machine Operators. I am, therefore, of the opinion that Duplicating Machine Operators in the company in question should not be given any special allowance.

221. As regards Franking Machine Operators, the Association has not adduced any evidence to show that other Insurance Companies are giving special allowance for Franking Machine Operators. In the absence of evidence, their demand for allowing special allowance to Franking Machine operators cannot be accepted.

222. The Association says in its demands 6(a) and (b) that such other employees should be given Rs. 20/- and Rs. 30/- respectively per month. The expression such other employees is vague and indefinite. It does not give any clear idea as to what particular employees should be given special allowance in addition to other employees specifically mentioned in demand No. 6(a) and (b). Such demand is vague and indefinite. It cannot be accepted, in respect of such other employees.

223. As per the existing provision in the company in question no special allowance is paid to the typists but telephone operator is paid Rs. 15/- per month as special allowance, Cashier is paid Rs. 10/- per month as special allowance. Adrema Operators, and Comptists are not paid any special allowance.

224. The Association's demand is that these categories of employees mentioned in demand No. 6(b) be paid Rs. 30/- per month as a special allowance.

225. In my opinion there is no justification for increasing the special allowance to Rs. 30/- per month. From the statement Ex. 7/W it is clear that out of 36 companies only 7 companies including the company in question give special allowance to Telephone Operators varying from Rs. 10/- to Rs. 20/-. The remaining 29 companies do not pay any special allowance to Telephone Operators. There

is, therefore, no trend in paying special allowance to Telephone Operators. As the company in question is giving Rs. 15/- per month to Telephone Operators as special allowance, they should continue to do it.

226. As regards special allowance to Cashiers, out of 36 companies, 13 companies give special allowance to Cashiers varying from Rs. 10/- to Rs. 20/- per month. The remaining 23 companies are not giving any allowance. There is no uniformity in giving a particular amount to Cashiers as Special Allowance. In these circumstances, I am of the view that the present system of allowing special allowance of Rs. 10/- per month to Cashiers in the company in question should be allowed to continue.

227. The Association has not adduced any evidence to show that Adrema Operators and Comptists are given special allowance by any Insurance companies. In the absence of any evidence to show that Adrema Operators and Comptists are paid special allowance, the Association's demand for claiming special allowance for Adrema Operators and Comptists cannot be allowed.

228. As regards special allowance to Typists, it appears that out of 36 companies mentioned in Ex. 7/W, only 5 companies are giving special allowance to typists varying from Rs. 5/- to Rs. 15/-. One company is giving one more increment to typists. The remaining 30 companies including the company in question are not giving any special allowance to the typists. As majority of the general Insurance Companies are not giving any special allowance to typists, I am of the view that typing allowance should not be allowed to typists in the company in question.

229. As regards Stenographers in the company in question, each one is getting Rs. 10/- per month as special allowance. This practice of allowing Rs. 10/- per month to Stenographers in the company in question should continue.

230. In the end I pass the following order:—

ORDER

This demand is rejected

Demand No. 7—Special Increments:

231. As regard this demand, the Association's case as made out in para. 86 of the Ex. 1/W is as follows:—

"At present the company under reference is not giving any special increments to its employees on their attaining various qualifications. There is no provision in the existing settlement and the same should be given. The Association therefore submits the following special increments should be given to that the employees for passing the following examinations:—

ON GRADUATION

On passing the following examinations :

- | | |
|--|--------------------------------|
| 1. LICENTIATE OR A.C.I.I.—Part I | } One increment for each part. |
| 2. A.F.I.I. Part I or A.C.I.I. Part II | |
| 3. A.F.I.I. Part II or A.C.I.I. Part III | |
| 4. F.F.I.I. or F.C.I.I. in 3 Parts | |
| 5. Diploma in Accountancy | |

2 Increments

ON GRADUATION

2 Increments.

GRADUATES APPOINTED IN GRADES 'D' & 'E' SHALL GET A STARTING SALARY HIGHER BY TWO INCREMENTS. THOSE GRADUATES IN GRADES D, E, & F, WHO HAVE NOT RECEIVED THE INCREMENTS SHALL ALSO GET TWO INCREMENTS FROM 1st JANUARY, 1966.

THE EMPLOYEES PASSING ANY OF THE ABOVE EXAMINATION SHALL HAVE THE MAXIMUM OF THEIR RESPECTIVE GRADE RAISED CORRESPONDINGLY IN ACCORDANCE WITH THE ADDITIONAL INCREMENTS.

The need and justification for paying special increments to the employees who passes the above examination is well recognised by the Insurance Industry. The qualifications add to the efficiency and the employees with these qualification are an asset to the Company. The company must therefore encourage and pay for the better services rendered to them by all such employees. Moreover, the company has ample

paying capacity and cannot plead incapacity to meet this demand of the workmen. The demand is therefore just and the workmen are entitled for the same."

232. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The Company submits that the demand for the special increments for passing any examination is not well founded and is ill-conceived. The passing of the examination may entitle an employee to the higher position if there is any vacancy existing in the office but no special increments would be justified for merely passing an examination so long as the nature of work and the quality of work would remain the same. If as a result of passing an examination, a workmen is in a position to work more efficiently, it should be left to the discretion of the management to give him additional increments according to his merits. But there would be no justification for automatic rise in the emolument of a workman merely as a result of passing an examination."

233. The Association relies on statement at Ex. 18/W in support of this demand. This statement is as follows:—

Sl. Name of Company
No.

- | | | |
|---|----------|---|
| 1 | Jalanath | One additional increment shall be given to an employee for passing each part of the C.I.I. or F.I.I. Examinations on the next month of his passing the examination. (Maximum three additional increments). |
| 2 | Sterling | If an employee attains the following qualification during the period of his service he will be given the following special increments:
(i) Intermediate examination one grade increment (ii) Graduates: One additional grade increment & (iii) Chartered Insurance Institutes parts I, II & III one grade increment for each part. |

Similarly consideration will be given by the Management at their discretion for passing Federation of Insurance Institute examinations or attaining other Insurance Accountancy, Secretaryship or similar to the qualifications that may add to the employee usefulness to the Company.

- | | | |
|---|---------------|---|
| 3 | British India | <i>Subsidies</i> (i) Fees for recognised Insurance Examinations & the cost of such Insurance examination text books & or written courses connected thereto as prescribed by the Federation of Insurance Institutes and not exceeding 3 in number shall be reimbursed to the employees on their successfully passing such recognised Insurance Examinations. |
|---|---------------|---|

The text books & all other written course prescribed for such examinations shall become the property of the Companies on the workmen successfully passing such examination.

It shall be incumbent on every workman in each of the Office desiring to avail of the above facility to verify from the Office concerned, whether it is in possession of Insurance examination text books and/or written courses connected thereto, as prescribed by the Federation of Insurance Institutes.

(ii) The present practice of giving subsidies for existing Sports activities in any office of the Companies will continue.

- | | | |
|-----------------------------|---|--|
| Applicable to
Graduates) | { | (ii) For Graduates : 2 Increments. |
| | | (iv) One increment : Part I of AFII Part II of ACII. |
| | | (v) One additional increment for AFII 2nd Part, ACII—3rd Part (In all 2 increments). |
| | | (vi) FFII/FCII Final—One additional increment (in all 3 increments) |

Sl. Name of Company
No.

-
- Non-Graduates*
- (i) Licentiate of FII or ACII-1st Part—One increment.
 - (ii) AFFII-1st Part, ACII-2nd Part—One additional increment (in all 2 increments).
 - (iii) AFII-II Part/A.C.I.I., III Part—One additional increment (in all 3 increments).
 - (iv) F.F.I.I. Final/F.C.I.I. Final—One additional increment (in all four increments).
4. New Great
- A. (i) One special increment will be given to workmen passing Part I of the Associateship examination of C.I.I. London, or Licentiate examination of the F.I.I. (J.C. Setalvad Memorial) Bombay, Graduates and double graduates will not be entitled to this increment.
 - (ii) One special increment will be given to workmen (including graduates) passing part II of the Associateship examination of the C.I.I. London, or Part I of the Associateship examination of the Z.I.I. (J.C. Setalvad Memorial) Bombay.
 - (iii) One special increment will be given to workmen (including graduates) passing Part III of the Associateship examination of the C.I.I. London, or Part II of the Associateship examination of F.I.I. (J. C. Setalvad Memorial) Bombay.
 - (iv) One special increment will be given to workmen Passing the qualifying examination for Fellowship of the C.I.I. London or for Fellowship of the F.I.I. (J. C. Setalvad Memorial) Bombay.
- These special increments mentioned will be given from the year and the month in which results of the examination are officially declared and according to the grade of the workmen is in that particular month.
- B. One special increment will be given to those passing part I of the following examinations :—
- Corporation of Certified Secretaries, London, Corporation of Accountants, Glasgow, & Chartered Accountants Examination, India. Graduates will not be entitled to this increment.
- C. One further special increment will also be given to those passing the above final examinations (i.e. in all two additional increments).
- Graduates will be entitled to only one increment.
5. Hercules
- One additional increment shall be given to an employee for passing each part of the C.I.I. or F.I.I. Examinations on the next month of his passing the examination (Maximum three increments).
- For Graduates* *For passing Insurance Examinations*
6. Commercial Union 2 Increments : Nil
7. Northern Asscs. . 2 Increments ; C.I.I. Examination :
- Associateship—Part I—Rs. 6/25 p.m.
Part II—Rs. 12/50 p.m. additional.
Part III—Rs. 18/75 p.m. additional.
- Fellowship : Rs. 25/00 p.m.
-

On completion of Associateship a single lump sum of Rs. 350/- will be paid.

On completion of Fellowship a further single lump sum of Rs. 350/- will be paid.

8 Employers Liability

9	South British	2 Increments	ACII or AFII Diploma in Accounts	2 increments. 2 increments.
10	Royal Insee.	2 Increments	Nil.	
11	London & Lancashire		(a) An employee who qualifies as a Associate of the Chartered Insurance Institute, London or the F.I.I. shall be paid a lump sum of Rs. 300/-.	
12	Liverpool & London & Globe		(b) An employee who qualifies as a Fellow of the Chartered Insurance Institute London or F.I.I. shall be paid a lump sum award of Rs. 500/-.	
13	Central Insee.			
14	Guardian	Nil	1 scale increment for each part of A.C.I.I., F.C.II or AFII, FFII.	
15	Caledonian			
16	Home	Nil	Nil For passing CII examination Rs. 500/- shall be paid.	
17	Legal & General	Nil	Nil in the case of Phoenix. In the case of Legal & Genl. an employee who passed the full part I of the examinations of the CII or the FII (J.C. Setalvad Memorial) for Associateship the Company will pay upon obtaining the following qualifications:	
18	Phoenix			
			Licenciateship	Rs. 50/-
			Associateship	Rs. 125/-
			Fellowship	Rs. 250/-
19	Alliance	Nil	For passing ACII or FCII additional emoluments paid on the basis of annual awards as declared by the Company on a worldwide basis.	
20	Sun			
21	New Zealand	2 increments	2 increments for passing the final examinations of ACII, AIII, CCD, AIS. Institute of Book Keepers, London Sydenham College Diploma in Accountancy.	
			1 increment for passing Indian Merchants Chamber Diploma & London CCAD.	
22	Atlas	Nil	1 scale increment for each part of ACII, FCII, or AFII, FFII.	
23	Royal Exchange			
24	Eagle Star	2 increments	The following special increments shall be awarded for successful completion of the examinations held by the CII of London or FII, Bombay.	
			Associateship	Each part Rs. 5/- p.m.
			Fellowship	Rs. 10/- p.m.
25	Norwich Union	Nil	An employee passing the undernoted Examinations of the CII, London shall be granted the following Awards :	
26	Scottish Union			
27	Maritime			
			Associateship : For each completed part Rs. 250/- On election as an Associate Member of the Institute. Rs. 250/-	

Fellowship:

For each completed part. . . Rs. 350/-

On election as a Fellow of the
Institute . . . Rs. 350/-.

- 28 Indian Trade . . . (i) On a non-graduate becoming a graduate . . . 2 scale increments.
(ii) On becoming a Chartered Accountant . . . Do.
(iii) Part one of the Associateship examination of CII London, The Licentiate of FII . . . 1 increment (Scale increment)
(iv) Part II of the above. . . 1 increment (Scale increment)
(v) On passing the final associateship examination of CII, F.II. . . Do.
(vi) On passing all the fellowship examination of CII, F.II. . . Do.
- 29 Jayabharat . . . (i) For Graduates . . . 2 additional increments.
(ii) ACII or FII . . . Part I & II—One increment.
(iii) ACII or FII . . . Part III—One increment.
(iv) FCII Examination . . . One increment.
- 30 Jupiter . . . (i) Licentiate of ACII Part. . . One increment.
(ii) AFII Part I or ACII Part II . . . Do.
(iii) AFII Part II or ACII Part III . . . Do.
(iv) FFII or FCII Section I . . . Do.
Section II . . . Do.

An employee appearing for an Examination entitling him for an increment under this agreement shall be granted leave on the days such examinations are held.

- 31 New India. . . One graduation : 2 additional increments.
(i) On passing the ACII employees in 'B' grade will be promoted to a A grade as hitherto. In already in 'A' grade one additional increment shall be given in that grade.
(ii) On passing the AFII examination employees in 'B' grade will be given 2 additional increments in their grade and those in 'A' grade will be given one additional increment in that grade.
(iii) On passing the FCII examination one additional increment in the grade plus Rs. 250/- as a Cash award shall be paid to employees in 'A' Grade and SA grade.
(iv) On passing FFII examination one additional grade increment shall be given to employees in 'A' grade & B grade and a cash award of Rs. 250/- shall be given to employees in the SA grade.

Free P.A. Policy is extended to those persons who carry money and the delivery Peon/s.

Sl. Name of the Company
No.

32. Oriental
- On graduation : 2 increments.
- Part A of A.C.I.I. or Licentiate of F.I.I. : 1 increment
- Part B of A.C.I.I. or Part I of A.F.I.I. : 1 increment
- On passing Part B of A.C.I.I. or Part I of A.F.I.I. : 1 increment
- On passing Part C of A.I.I. or Part II of A.F.I.I. : 1 increment
- Hill Station Allowance* : For all Hill stations of 4000 feet & more above sea level the hill allowance shall be 15% of the basic salary subject to a minimum of Rs. 20/- per month and a maximum of Rs. 75 per month.
33. South India
- I. On graduation : 2 additional increments.
- II. (i) On passing A.C.I.I. in 'B' grade will be promoted to A grade as hitherto. If already in A grade, one additional increment shall be given in that grade.
- (ii) On passing the A.F.I.I. examination employees in B grade will be given two additional increments in their grade and those in A grade will be given one additional increment in that grade.
- (iii) On passing the F.C.I.I. examination one additional increment in that grade plus Rs. 250/- as a cash award shall be paid to employees in A grade and SA grade.
- (iv) On passing the F.F.I.I. examination one additional grade increment shall be given to employees in A grade and B grade and a cash award of Rs. 250/- shall be given to employees in the SA grade.
- III. P.A. policy (free) is extended to those persons who carry cash and the delivery peon/s.
34. India Rs.
- I. On graduation : 2 additional increments.
- II. (a) Licentiate—One increment. (b) Part I of associateship and Part II of Associateship—One increment for each part. (c) Section I, II and III fellowship—One increment for each section.
- An employee passing any examination of the Federation shall be reimbursed the fees for that examination.
35. Concord
- (1) Text books for appearing for A.C.I.I. or F.C.I.I. examinations shall be supplied by the Company. The company shall also consider sympathetically the supply of text books for appearing at any other examinations pertaining to Insurance Trade.
36. All India General Nil.

234. Out of 36 companies including the company in question referred to in Ex. 18/W, 18 companies grant increments to their employees on their becoming graduates, 20 companies allow increments to their employees on passing Insurance examinations, 12 companies allow prizes to their employees on their passing Insurance examinations.

235. A careful perusal of the Statement Ex. 18/W referred to above clearly shows that there is trend and prevailing practice in general Insurance companies to allow increments to their employees on passing graduates examination and insurance examinations.

236. If the employees working in general insurance companies qualify themselves by passing graduates examination and Insurance examinations it will add to their efficiency. They will become an asset to the company. If the company will have efficient and well trained staff it will be in its own interest. It is, therefore, absolutely necessary for the general insurance companies to encourage their employees for obtaining higher qualifications during their service. Such encouragement can be given by giving additional increments and prizes. If such encouragement is not given by giving additional increments the employees will not be inclined to take extra trouble for appearing for examinations and for acquiring higher qualifications. I am, therefore, of the view that the Association's demand for allowing increments to the employees on their graduation and on passing the insurance examination appears to be just, fair and reasonable. The same deserves to be accepted.

237. As regards the Association's demand that the employees passing any of the examinations shall have the maximum of their respective grades raised correspondingly in accordance with the additional increments, I am not inclined to grant it. If this demand is granted it will mean that there will be a separate scale for graduates and those passing the Insurance examinations. In my opinion the end of justice will meet if on account of granting increment any employee's pay exceeds the maximum of the scale, the excess should be treated as personal pay till he retires or till he ceases in the existing grade on account of promotion etc.

238. The next point is as to how many increments should be allowed to the employees on their graduation and passing Insurance Examinations. Different companies seem to have different rates. There is no uniformity in this respect. I, however, think that the scheme of allowing increment, which is prevailing in the Universal Fire and General Insurance Co. Ltd. should be introduced in the company in question.

239. I, therefore, pass the following order:—

ORDER

(i) Additional/special increment on passing the A.C.I.I. or A.F.I.I. Examination:—

Additional/Special increments shall be granted to the staff on passing the A.C.I.I. or A.F.I.I. Examination as under:—

Licenciate or Part I of A.C.I.I.	: : :	One increment
Part I of A.F.I.I. & Part II of A.C.I.I.	: : :	One increment (i.e. total 2 increments)
Part II of A.F.I.I. & Part III of A.C.I.I.	: : :	One increment (i.e. total 3 increments)

One increment will be given for passing each Section of F.C.I.I. or A.F.I.I. Examinations.

Such additional increments will be given with effect from the date of official declaration of the results. It is of course understood that if an employee passes both A.C.I.I. and A.F.I.I. Examinations, he will be entitled to increases on the basis of passing only one set of examinations.

(ii) In case of new appointments. Graduates shall be given two additional increments at the start.

(iii) Those who become Graduates hereafter while in the service of the company shall also get this benefit as per (ii) above.

DEMAND No. 8.—Other Allowances.

240. As regards this demand, the Association's case as made out in paras. 87 to 90 of the Ex. 1/W is as follows:—

“(a) *Overtime Allowance.*—The company under reference is having a provision in regard to the overtime allowance as detailed in Annexure 'B'. The Association submits that overtime allowance shall be paid to the employees of this company at the rate indicated herebelow:—

“AN EMPLOYEE WORKING OVERTIME SHALL BE ENTITLED TO OVERTIME ALLOWANCE FOR SUCH PERIOD OF WORK RENDERED AT THE RATE OF DOUBLE THE HOURLY RATE OF WAGES”.

The Association submits that the overtime allowance for working overtime shall be paid at the rate of double the hourly wage inclusive of special and other allowances, on week days, Saturdays, Holidays and Sundays. The overtime rate will be calculated by dividing the total emoluments in a month by 155 hours. It is further submitted that no employee shall be required to work for more than 90 hours as overtime in a year.

This demand is self-explanatory and needs no further justification. The overtime allowance at the above rate is paid in most of the commercial establishments and there is no reason why this company should be an exception. The present rates are low and do not make full provision for the inconveniences caused to the employees. It is therefore submitted that the rate of overtime allowance must be raised as demanded above. This is necessary to allow full compensation for extra work and for recouping of the health. The Association further submits that the total number of overtime hours should not exceed 90 hours in order to avoid undue strain on the employees and to create additional employment opportunities in the country.

(b) *Officiating allowance.*—The company under reference does not make any provision for the payment of officiating allowance. As Association therefore submits that the officiating allowance should be paid to the employees on the following terms:—

(i) IF AN EMPLOYEE IS REQUIRED TO OFFICIATE IN A HIGHER POST, HE SHALL BE ENTITLED TO AN 'ACTING ALLOWANCE' AT THE RATE OF 33.1/3 % OF THE GROSS SALARY OF THE PERSON IN WHOSE PLACE THE EMPLOYEE OFFICIATES FOR THE PERIOD OF OFFICIATING.

(ii) IF AN EMPLOYEE IS REQUIRED TO ACT IN A POST FOR WHICH SPECIAL PAY IS PROVIDED, HE SHALL BE ENTITLED TO PRO-RATA SPECIAL PAY FOR THE PERIOD OF SUCH WORK DONE.

The demand for payment of officiating allowance at the above rate is quite just and reasonable and within the paying capacity of the company under reference. The demand is also in consonance with the practice prevailing in the commercial institutions in this country. A number of Insurance Companies are also paying officiating allowances as and when any employee is required to perform officiating duties. The workmen therefore are entitled to the payment of officiating allowance at the above rates.

(c) *Outstation Allowance and (d) Children Allowance.*—The company under reference does not make any provision for the payment of outstation allowance and Children allowance. The Association therefore submits that the outstation allowance and children allowance should be paid to the employees on the following terms:—

OUTSTATION ALLOWANCE.—AN EMPLOYEE REQUIRED TO GO OUT OF STATION ON OFFICE WORK SHALL BE PAID RETURN 2ND CLASS RAIL FARE, OTHER INCIDENTAL CHARGES AND DAILY ALLOWANCE OF Rs. 15.00 PER DAY FROM THE DATE OF STARTING FROM THE STATION TO THE DAY OF RETURNING TO THE STATION.

CHILDREN ALLOWANCE.—CHILDREN ALLOWANCE OF Rs. 20.00 PER CHILD PER MONTH SHALL BE GRANTED TO THE CONCERNED EMPLOYEES SUBJECT TO A MAXIMUM OF THREE CHILDREN.

The above demand is quite just and proper and within the paying capacity of the Company.

(e) *House Rent Allowance.*—The company under reference is not paying any house rent allowance to the employees. The Association therefore submits that:—

ALL THE EMPLOYEES SHALL BE PAID AS 'HOUSE RENT' a sum of at the rate of 20 % of their gross salary subject to the minimum of Rs. 40.00 per month. The housing problem in all the cities where this company is having its office is very acute and the rents are very exorbitant. It is difficult to secure even a one-room tenement for a rent not less than Rs. 60.00 per month and that too on payment of large amounts as premium. This amount forms a very large proportion of the total emoluments of these employees. As such the renting of a house at such high sum is very big strain on the meagre resources of

the employees. It is therefore beyond their capacity to bear the full burden of this item of expenditure in their total family budget. The employers have therefore a duty towards their workmen and they must bear a portion of the burden by paying the house rent at the rate demanded by the Association. Needless to say the company under reference has ample capacity to meet the demand and come to the rescue of their suffering workmen. The Tribunal is therefore requested to make directions in terms of the demand.

- (f) **CITY ALLOWANCE**—A CITY ALLOWANCE AT THE RATE OF Rs. 30.00 PER MONTH SHALL BE PAID TO EACH EMPLOYEE COVERED BY THIS CHARTER AT ALL THE OFFICES SITUATED IN CITIES HAVING A POPULATION OF 3(THREE) LACS OR MORE.

At present, the workmen of the Company at Bombay and Calcutta are paid a City allowance as per annexure B. & C. This is an allowance given to those workmen in areas where the cost of living is comparatively higher. It would be seen that the high cost of living is not only in Bombay and Calcutta. There are many other centres such as Madras, Delhi, Colmbatore, Nagpur, Poona and Ahmedabad etc., which are treated at par with Bombay and Calcutta in the matter of such payments. The company under reference has Area Offices in many of such centres and offices under it. In the circumstances, the Association is of the firm opinion that having accepted the principle of paying certain amount as City Allowance for high cost of living in selected areas, the same should apply to all such areas where the cost of living is similar to Bombay and Calcutta. Further the Association feels that the existing city allowance granted to the employees in Bombay and Calcutta cannot be considered adequate or reasonable and thereafter the cost has gone up considerable and the rupee's value has very much gone down particularly since the devaluation in 1966. Therefore, the Association has made a modest demand of Rs. 30.00 per month to each workman as City Allowance and this demand would be found just and reasonable. As such, the demand of the workmen should be granted in full to those employees employed at all area offices of the company where the cost of living is higher or equal to that of Bombay and Calcutta. Needless to say the company under reference has ample capacity to meet the demand. The Tribunal is therefore requested to make directions in terms of the demand.

- (g) **Washing Allowance**.—At present the company is paying washing allowance to their sub-staff for getting their clothes washed on production of bills. The present provision of washing allowance is inadequate and it is not possible to get the Uniforms washed and kept clean within the said amount. The Association therefore, submits that:—

"EACH MEMBER OF SUB-STAFF SHALL BE PAID A WASHING ALLOWANCE of Rs. 15.00 PER MONTH FOR WASHING UNIFORMS".

- (h) **Lunch Allowance**.—The Company under reference is not paying any lunch allowance to its employees nor is having any cheap canteens. The Association therefore submits that:—

"EVERY EMPLOYEE SHALL BE PAID A LUNCH ALLOWANCE OF Rs. 2.50 P. ON ALL WORKING DAYS INCLUDING SATURDAYS".

The lunch allowance is being paid in a number of commercial establishments. In big cities like Bombay, Calcutta, Madras and Delhi, the employees have to reside at far away places from their offices and in places like Bombay, Calcutta, Madras and Delhi conveyances are also not available. Consequently, the employees have to leave their houses early in the morning without taking their meals and they have to depend on hotel meals for their lunch resulting in putting extra burden on their meagre emoluments. It is, therefore, the duty of the employer to compensate the employees for this extra expenses incurred by them. Some of the insurance companies are either paying lunch allowance or are having provisions for having subsidised canteens where wholesome food is supplied at cheap rates. The company has ample capacity to pay and should not hesitate to meet this demand of the workmen. The demand is therefore justified."

241. The Company's case in respect of this demand, as made out in the written statement Ex. 2/E is as follows:—

- "(a) **Overtime Allowance**.—The Company can have no objection in paying overtime payment as per Law to a person doing overtime, if directed by the Company to do overtime work.

(b) (i) *Officiating Allowance*.—The Company can have no objection for some acting allowance for an employee, who would be officiating in a higher post, provided there is a specific direction from the management to such an employee to work in the higher category. The rate shall be such as will not exceed 10% of the gross salary of the person, in whose place the employee officiates for the period of officiating. The Company however submits that no such classification of posts exists in the Company at present.

(ii) *Special Pay*.—An employee may claim a special pay if the same is provided and in case he is directed by the management to work in a post where special pay is payable.

(iii) *Out-station allowance*.—It is submitted that the amount demanded as an outstation allowance is on a very high scale. At present there is no practice in the Company of deputing any member of staff for outstation work.

(iv) *Children Allowance*.—There is no justification for any such allowance as the wage scales and dearness allowance already taken into account the fact that the workman has a family consisting of wife and 3 children.

(e) *House Rent Allowance*, (f) *City Allowance*, (g) *Washing Allowance*, (h) *Lunch Allowance*:

The allowance claimed in Clause, (e), (g) & (h) are also not justified, as the same would inflate the salary bill of the Company to such an extent that it will be beyond its capacity to pay."

242. As regards demand No. 8(a) regarding overtime allowance, the existing provision in the company as mentioned in annexure 'B' to Ex. 1/W is as follows:—

"Overtime allowance at the rate as per the Bombay Shops and Establishment Act will be paid, if any employee is required to work after the scheduled office hours."

243. The Association's demand is that overtime allowance for working overtime should be paid at the rate of double the hourly rate of wages. In support of this demand, a comparative statement showing the overtime allowance prevailing in various insurance companies is produced at Ex. 13/W. It appears from this statement that various companies are paying overtime allowance as mentioned below:—

Sl. No.	Name of the Company	Overtime Allowance
1	Jalanath.	1. Basic monthly salary of the staff plus 75% of his D.A. (Week days). 2. 1 1/2 times the basic salary plus 75% of his D.A. (Sundays and Holidays). 3. Meal charges will be paid on holidays.
2	Sterling	One month's basic salary plus D.A. One hour wage multiplied by 1 1/2 times
3	British India	170 As per Shops & Establishment Act (For calculating payment of overtime allowance 25 days will be considered as one month). Maximum allowed 24 hours in a year.
4	New Great	1 1/2 times of basic & D.A.
5	Hercules	As per Shops and Establishment Act.
6	Commercial Union	
7	Northern Assoc.	1 1/2 times of basic + D.A. after normal working hours upto 48 hours per week at double the rate thereafter.
8	Employers Liability	
9	South British	
10	Royal Insc.	
11	London Lancashire	As per Bombay Shops and Establishment Act.
12	Liverpool & London & Globe	
13	Central Insc.	
14	Guardian	1 1/2 times of total wages after normal working hours upto 448 hours per week.
15	Caledonian	
16	Home	
17	Legal & General	As per Bombay Shops and Establishment Act.
18	Phoenix	
19	Alliance	

Sl. No.	Name of the Company	Overtime Allowance
20	Sun Insee	As per Bombay Shops and Establishment Act.
21	New Zealand	
22	Atlas	
23	Royal Exchange	
24	Eagle Star	
25	Norwich Union	
26	Scottish Union	
27	Maritime	
28	Indian Trade	
29	Jayabharat	
30	JUPITER	
31	New India	As per Shops and Establishment Act and organised overtime sanctioned will be paid 1 1/2 times the single rate.
32	Oriental Fire	1 1/2 times the normal hourly rate or at such higher rates as may be provided under the statutes concerned.
33	South India	As per Shops and Establishment Act.
34	India Re.	1 1/2 times the hourly rate of wages.
35	Concord	As per Shops & Establishment Act.
36	All India General	As per Shops & Establishment Act (working period for each unlimited).

244. Section 63 of the Bombay Shops and Establishment Act, 1948 is as follows:—

“63(1) Where an employee in any establishment other than a residential hotel, restaurant or eating house is required to work in excess of the limit of hours of work, he shall be entitled in respect of the overtime work, to wages at the rate of one and a half times his ordinary rate of wages.”

245. Out of 36 companies including the company in question mentioned in Ex. 13/W referred to above, 27 companies give overtime allowance as per Bombay Shops and Establishment Act, 1948. Jalanath is giving overtime allowance as mentioned below:—

“1. Basic monthly salary of the staff plus 75% of his D.A. (Week days).

2. 1½ times the basic salary plus 75 per cent of his D.A. (Sundays and Holidays).

3. Meal charges will be paid on holidays.”

Sterling allows overtime allowance as mentioned below:—

“One month's basic salary plus D.A.—One hour wage multiplied by 1½ times,” New Great allows overtime allowance of 1½ times of basic and D.A. Northern Assce. and Employers Liability allow overtime allowance of 1½ times of basic plus D.A. after normal working hours upto 48 hours per week at double the rate thereafter. Guardian and Caledonian allow overtime allowance at the rate of 1½ times total wages after normal working hours upto 48 hours per week. Oriental Fire allows overtime allowance at the rate of 1½ times the normal hourly rate or at such higher rates as may be provided under the statutes concerned. India Re. allows overtime allowance at the rate of 1½ times the hourly rate of wages.

246. As 27 companies out of 36 companies including the company in question allow overtime allowance as per Bombay Shops and Establishment Act, 1948, it is clear that there is a trend in various insurance companies to allow overtime allowance as per Bombay Shops and Establishment Act. Hence the demand of the Association that overtime allowance shall be double the hourly rate of wages appears to be excessive. The Association has not adduced any convincing evidence to show that there is a trend in general insurance companies to allow overtime allowance at double the hourly rate of wages. On the other hand, the general trend in general Insurance companies is to allow overtime allowance as per Bombay Shops and Establishment Act. Hence the employees demand in this respect cannot be accepted. I am, however, of the view that the existing provision in the company of allowing overtime allowance as per Bombay and Establishment Act should continue

247. As regards demand No. 8(b)(i) regarding officiating allowance the Association's case is that if an employee is required to officiate in a higher post, he shall be entitled to an acting allowance at the rate of 33.1/3% of the gross salary of the person in whose place the employee officiates for the period officiating.

248. There is no provision in the company in question for paying officiating allowance to employees who are required to officiate in higher posts.

249. The company in question has no objection for some acting allowance for employees who would officiate in higher posts provided that there is a specific direction from the management to the employee to work in higher posts. The company is prepared to allow officiating allowance at the rate not exceeding 10% of the gross salary of the person in whose place the employee officiates for the period of officiating.

250. As the company has no objection to allow officiating allowance to its employees for officiating in higher posts, officiating allowance has to be allowed to the employees of the company in question, for officiating in higher posts.

251. If an employee is appointed to work in higher post, he will be eligible for officiating allowance if the period is for more than 15 days.

252. The Company has shown willingness to give acting allowance at the rate of 10% of the gross salary of the person in whose place an employee officiates. The Association, however, demands 33.1/3% of the gross salary of the person in whose place an employee officiates for the period of officiating. The demand of the Association in this respect appears to be excessive and unreasonable.

253. The proposal made by the company, however, appears to be reasonable. I accept the same and direct that if an employee is required to officiate in higher post he shall be entitled to acting allowance at the rate of 10% of the gross salary of the person in whose place he officiates.

254. As regards demand No. 8(b)(ii) the Association's case is that if an employee is required to act in a post for which special pay is provided, he shall be entitled to *pro-rata* special pay for the period of such work done.

255. The company in its written statement Ex. 2/E admits that an employee may claim a special pay if the same is provided and in case he is directed by the management to work in a post where special pay is payable.

256. On the admission of the company, I accept the demand for the Association in this respect and that if an employee is required to act in a post for which special pay is provided, he shall be entitled to *pro-rata* special pay for the period of such work done.

257. As regards demand No. 8(c) regarding outstation allowance, the Association's case is that if an employee is required to go out of station on office work, he should be paid return 2nd class rail fare, other incidental charges and daily allowance of Rs. 15.00 per day from the date of starting from the Station to the date of returning to the Station.

258. The company contends that the amount demanded as outstation allowance is on a very high scale and that at present there is no practice in the company of deputing any member of the staff for outstation work.

259. If an employee of the company is sent to outstation for doing the company's work it is but natural that the employee concerned should get outstation allowance. If the company is not prepared to send anybody to outstation there will be no question of claiming any outstation allowance. There may be occasions when the company will have to send its employees to outstation for their work. In that case it is just and fair that the employee concerned should get outstation allowance.

260. The next point is as to what should be the scale of outstation allowance. Considering the high cost of living and other difficulties in travelling to outstation, I am of the view that the following scale should be made available.

- Clerical staff Second class return Railway fare if the employee actually travels by second class or the actual fare incurred by the employee concerned on travelling either by Rail, Steamer or bus, plus daily allowance of Rs. 10/- per day, from the date of starting from the station to the day of return to the station.
- Sub-Staff Third class return Railway fare or the actual fare incurred by the employee either by Rail, Steamer or bus plus daily allowance of Rs. 5/- per day, from the date of starting from the station to the day of returning to the station.

NOTE : Day means a calendar day, beginning and ending at midnight. Halt/Travel upto six hours will not be counted for daily allowances. Halt/Travel exceeding six hours but not exceeding twelve hours will be counted as half-day. Halt/Travel exceeding twelve hours but not exceeding twenty-four hours will be counted as full day.

261. I accept this demand of the employees to the extent mentioned above.

262. As regards demand No. 8(d), the Association's case is that children allowance of Rs 20 per child per month shall be granted to the concerned employees subject to a maximum of three children.

263. The company contends that there is no justification for children allowance as the wage scale and dearness allowance already take into account the fact that the workman has a family consisting of wife and 3 children.

264. The Association has not adduced any evidence to show that there is any other insurance company which is allowing children allowance to its employees. The demand for children allowance made by the Association appears to be new. While fixing the pay scales of the employees, the fact that the workman has got a family consisting of his wife and 3 children is taken into consideration. There is therefore no justification allowing children allowance separately. This demand, therefore, fails.

265. As regards demand No. 8(e) regarding House Rent Allowance, the Association's case is that all the employees shall be paid as House Rent a sum at the rate of 20% of their gross salary subject to the minimum of Rs 40'00 per month.

266. The learned Advocate Shri Kothari for the company contends that to make provision for housing is the responsibility of the State and not of the employer and that House Rent Allowance be not given to the employees. In support of this contention he relies on 1959, ILLJ, page 366. This ruling lays down as follows:—

"There could be no doubt that an industrial tribunal has jurisdiction to make a proper and a reasonable order in any industrial dispute which might relate to demand for housing accommodation. But industrial tribunals have consistently taken the view that housing accommodation of industrial labour is the primary responsibility of the State and there has also been no difference of opinion on the point that in the present economic condition of our industries it would be inexpedient to impose on the employers the obligation to provide housing accommodation for their employees. Besides, a scheme of wages properly fixed necessarily takes into account house rent amongst other relevant facts; and under a proper scheme of dearness allowance adjustments can be made when necessary from time to time so as to take into account an appreciable rise in the rents which industrial labour may have to pay. That is why usually tribunals do not entertain employees' claim for housing and do not even allow a separate demand for house allowance as such.

It is further clear that industrial tribunals have consistently refused to entertain a claim for housing accommodation or for grant of special and separate house rent allowance against their employers."

267. The Association contends that there is a trend for giving House Rent Allowance to employees in other Insurance Companies and if no such House Rent Allowance is allowed to the employees in question, it would amount to discrimination.

268. Statement Ex. 7/W refers to certain companies which give House Rent Allowance and which do not give House Rent Allowance. That statement is as follows:—

Sl. No.	Name of Company	House Rent
1	Jalanath	Rs. 10 to 25
2	Sterlin	10
3	British India	15
4	New Great	15
5	Hercules	15
6	Commercial Union	NIL,
7	Northern Assurance	
8	Employers Liability	
9	South British	
10	Royal	
11	London Lancashire	
12	Central Insce	
13	Liver Pool & London & Globe	
14	Guardian	
15	Caledonian	
16	Home	
17	Legal & General	
18	Phoenix	
19	Alliance	
20	Sun Insurance	
21	New Zealand	
22	Atlas	
23	Royal Exchange	
24	Eagle Star	
25	Norwich Union	
26	Scottish Union & National Insce.	
27	Maritime	
28	Indian Trade	
29	Jayabharat	Sub-staff Rs. 10/- Others Rs. 20/-.
30	Jupiter	Rs. 10/-.
31	New India	Sub-staff Rs. 9/- to 13/-. Others Rs. 14/- to Rs. 30/-.
32	Oriental.	Sub-staff Rs. 15/-. Others Rs. 20/-, Clerical Rs. 17/- to 30/-.
33	South India	Sub-staff Rs. 13/- (Bombay, Calcutta, Delhi & Madras).
34	India R/I Corpn.	Sub-staff & Drivers Rs. 15/- Others Rs. 20 to 30/-.
35	Concord	Nil.
36	All India Genl.	Nil.

269. It appears from the statement Ex. 7/W referred to above, that out of 36 companies including the company in question, only 11 companies are giving house rent allowance to sub-staff and others and the remaining 25 companies are not giving any house rent allowance to their staff. It cannot therefore, be said that there is a general trend to give house rent allowance to the staff. Hence the Association's contention that if no House Rent Allowance is allowed to the employees it would amount to discrimination, is not supported by facts.

270. In view of the ruling referred to above, it appears to me that Industrial Tribunals consistently refused to entertain the claim for accommodation or for grant of special and separate house rent allowance. I, therefore, hold that the Association's demand for House Rent Allowance made in this respect has to be rejected.

271. As regards demand No. 8(f) regarding city allowance, the Association's case is that a city allowance at the rate of Rs. 30 per month shall be paid to each employee covered by this charter at all the offices situated in cities having a population of 3(three) lacks or more.

272 The existing provisions regarding city allowance in the company i.e at Bombay and Calcutta as shown in Annexure 'B' and 'C' of the Ex 1/W are as follows:—

“Local allowance to permanent employees .

Assistants	Upto Rs. 100/- of basic From Rs. 101/- and over	Rs. 15/- per month, Rs 20/- per month ,
Peons		Rs. 15/- per month”

273 It is common knowledge that city allowance is given to meet the high cost of living in cities. As the company is giving city allowance to its employees working in Bombay and Calcutta only and not to other employees working in other cities, where the cost of living is equally high it would amount to discrimination. There is no justification in allowing city allowance to employees working in Bombay and Calcutta only and not allowing to employees working in other cities where the cost of living is equally high. I am, therefore, of the view that this amenity of city allowance to employees of the company working in Bombay and Calcutta offices should be extended to the employees working in other cities also.

274 The Central Government has classified cities for the purpose of compensatory (city) allowance and it is paying allowance at different rates to employees working in different cities of different class. On that basis I am of the view that city allowance should be paid to the employees working in different cities of different classes at different rates.

275 The Association wants that the city allowance at the rate of Rs. 30/00 per month should be paid to each employee at all the offices situated in cities having a population of 3 lacks or more. I am unable to accept this demand of the Association.

276 From the facts and circumstances of this case and the financial position of the company, in question, I am of the view that the employees working in 'A' class cities should be given city allowance as mentioned below per month:—

Assistants	Upto Rs. 100/- of basic.	Rs. 15/-.
	From Rs. 101/- and over	Rs. 20/-
Peons (sub-staff)		Rs. 15/-

277 For 'B-1' class cities city allowance should be paid as mentioned below per month.—

Assistants	Upto Rs. 100/- of basic	Rs. 10/-.
	From Rs. 101/- and over	Rs. 15/-
Peons (sub-staff)		Rs. 10/-

278 For 'B-2' class cities city allowance should be paid as mentioned below per month:—

Assistants	Upto Rs. 100/- of basic	Rs. 7 50/-
	From Rs. 101/- and over	Rs. 10/-.
Peons (sub-staff)		Rs. 7 50

279 For 'C' class cities city allowance should be paid as mentioned below per month —

Assistants	Upto Rs. 100/- of basic	Rs. 5/-
	From Rs. 101/- and over	Rs. 7 50
Peons (sub-staff)		Rs. 5/-

280 As regards demand No 8(g) regarding washing allowance, the Association's case is that the present provision of washing allowance existing in the company is inadequate and that each member of sub staff should be paid a washing allowance of Rs. 15 per month for washing uniforms. In support of this demand reliance is placed on the statement Ex 13/W. Statement Ex 13/W

mentions various provisions regarding various insurance companies. The provisions regarding washing allowance existing in the 36 companies is as follows:—

Sl. No.	Name of the Company	Washing Allowance.
1	Jalanath.	} Co's arrangement.
2	Sterling	
3	British India.	
4	New Great	Nil.
5	Hercules	} Company pays the charges.
6	Commercial Union	
7	Northern Assce.	
8	Employers Liability.	
9	South British	
10	Royal Insec.	
11	London Lancashire	
12	Liverpool & London & Globe	
13	Central Insec.	
14	Guardian	
15	Caledonian	
16	Home	
17	Legal and General	
18	Phoenix	
19	Alliance	
20	Sun Insec.	
21	New Zealand	
22	Atlas	
23	Royal Exchange	
24	Eagle Star	
25	Norwich Union	
26	Scottish Union	
27	Maritime	
28	Indian Trade	
29	Jayabharat	
30	Jupiter	
31	New India	} Company's arrangement.
32	Oriental Fire	
33	South India	
34	India Re	Rs. 8/- per month.
35	Concord	Company's arrangement.
36	All India General.	Company's arrangement.

281. It appears from the above-mentioned statement that out of 36 companies one company namely New Great is not giving any washing allowance for washing uniforms, India Reinsurance is giving Rs. 8 per month for washing uniforms of its employees. 26 Insurance Companies paying the washing charges for getting the uniforms of their sub-staff washed. 8 companies including the company in question make arrangement for getting the uniforms of their sub-staff washed.

282. There is not a single company which is paying Rs. 15 per month to each employee for getting the uniforms washed. Hence the Association's demand that each employee should be given Rs. 15 for getting the uniforms washed does not appear to be consistent with the prevailing trend and practice in the insurance companies. This demand is excessive and not just. It cannot be accepted.

283. The Association has not shown that the existing provision in the company regarding getting the uniforms washed is causing any hardship and inconvenience to the sub-staff. In the absence of any evidence for showing that the present system is causing hardship to the employees in question, there is no justification for changing the same. Hence I am of the view that the present system in the company regarding washing allowance should continue. The Association's demand, therefore, fails.

284. As regards demand 8(h) regarding lunch allowance, the Association's case is that the company in question is not paying any lunch allowance to its employees. It is not having cheap canteens. The Association therefore contends that every employee should be paid lunch allowance of Rs. 2.50 on all working days including Saturdays. In support of this demand, the Association relies on Ex. 7/W, which is as follows:—

Sl. No.	Name of the Company	Lunch allowance
1	Jalanath.	Clerical Rs. 1/50 Sub-staff Re. 0/75
2	Sterling	} Nil
3	British India	
4	New Great	
5	Hercules	
6	Commercial Union	} Re. 1/- per full working day
7	Northern Assurance	
8	Employers Liability	
9	South British	
10	Royal	
11	London Lancashire	
12	Liverpool & London & Globe	
13	Central Insc e.	
14	Guardian	
15	Caledonian	
16	Home	
17	Legal & General	
18	Phoenix	
19	Alliance	
20	Sun Insurance	
21	New Zealand	
22	Atlas	
23	Royal Exchange	
24	Eagle Star	
25	Norwich Union	
26	Scottish Union & Nation Insc e	
27	Maritime	
28	Indian Trade	} Nil
29	Jayabharat	
30	Jupiter	
31	New India	Subsidised
32	Oriental	Nil
33	South India	Subsidised
34	India R/I Corpn.	} Nil
35	Concord	
36	All India Genl.	

285. It appears from the statement Ex. 7/W above, that 11 companies are not giving any lunch allowance to its employees. New India and South India give subsidised lunch. Jalanath gives lunch allowance to its clerical staff at the rate of 1.50 and to sub-staff at the rate of Rs. 0/75. The remaining 22 companies give lunch allowance at the rate of Re. 1 per full working day. It appears that there is no uniform system of lunch allowance to the employees.

286. The Association's reason for claiming lunch allowance on the ground that the employees have to leave their houses early in the morning without taking their meals and they have to depend on hotel meals for their lunch resulting in putting extra burden on their emoluments and that it is the duty of the employer to compensate the employees for this extra expenses incurred by them, does not appear to be convincing. The employees can bring lunch, while leaving for

office or they can go to the nearest canteen for taking lunch. The company is not under any obligation to give any lunch allowance to them. In my opinion, the employees demand for Lunch Allowance is not just and reasonable.

287. The employees in question are getting city allowance while the employees in other companies do not get city allowance. This seems to be another reason for not allowing the employees demand for Lunch Allowance.

288. Considering the amenities which the employees in question are enjoying and the facts and circumstances of the case, I am of the view that the employees demand for Lunch Allowance deserves to be rejected.

289. In the end I pass the following order:—

ORDER

- (i) if an employee is required to officiate in a higher post he shall be entitled to acting allowance at the rate of 10% of the gross salary of the person in whose place he officiates.
- (ii) If an employee is required to act in a post for which special pay is provided he shall be entitled to *pro rata* special pay for the period of such work done.
- (iii) The employees shall be eligible for the following scale of outstation allowance:—

Clerical Staff (Assistants)	Second Class return Railway fare if the employee actually travels by second class of the actual fare incurred by the employee concerned on travelling either by Rail, Steamer or bus plus daily allowance of Rs. 10/- per day, from the date of starting from the station to the day of return to the station.
Sub-staff (Peons, Drivers, Sub-Assistants, etc.)	Third class return railway fare or the actual fare incurred by the employee either by rail steamer or bus plus daily allowance of Rs. 5/-, per day, from the date of starting from the station to the day of return to the station.

- (iv) The employees shall be paid city allowance on the following rates, according to the classification of cities:—

'A' Class Cities

Upto Rs. 100/- of basic	Rs. 15/-
From Rs. 101/- and above.	Rs. 20/-

'B-1' Class Cities

Upto Rs. 100/- of basic	Rs. 10/-
From Rs. 101/- and above.	Rs. 15/-

'B-2' Class Cities

Upto Rs. 100/- of basic	Rs. 7.50
From Rs. 101/- and above	Rs. 10/-

'C' Class Cities

Upto Rs. 100/- of basic	Rs. 5/-
From Rs. 101/- and above.	Rs. 7.50

- (v) The company shall make arrangements for getting the Uniforms of sub-staff washed.

DEMAND NO. 9—Conversion of Typists:

290. As regards this demand, the Association's case as made out in paras. 91 and 92 of the Ex. 1/W is as follows:—

"The Association submits that the Honourable Tribunal may kindly be pleased to make an award on the following terms:—

"THE CONVERSION OF TYPISTS AND STENOGRAPHERS TO CLERICAL CADRE SHALL BE ALLOWED WITHOUT ANY REDUCTION IN THE EMOLUMENTS".

In the company under reference, at present Assistants who are required to do typing job are made to do the same job for long and they are not usually considered for promotion in higher posts on the ground that

they have worked as typists only and are not proficient in the clerical job. That, such employees being appointed in the Assistants grade and having equivalent qualifications are entitled to be treated at par along with other clerical employees for promotion and such other matters. In order to make them proficient in clerical duties it is necessary to allow conversion of such employees without loss of pay. Such conversion will not only satisfy the essential requirement of the workmen and it will also promote the interest of the company inasmuch as that almost all the employees will acquire additional qualification of typing. Further, the demand does not impose any additional burden on the company and there is no particular reason why the company should not agree to this claim. A typist working in as a clerk will have more utility being in the know of typing work also as compared with a person who is not in the know of typing. It is, therefore, submitted that the demand should be accepted and this Honourable Tribunal may be pleased to make an award in terms of the claim."

291. The company's case in respect of this demand, as made out in the written statement Ex. 2/E is as follows:—

"The demand has no relevance in the present working of the company."

292. The learned Advocate Shri Kothari for the company contends that if the typist is appointed as clerk with a view to better his prospects for making him eligible for higher post in the clerical cadre he should not be given allowance which he gets as a typist. The Association on the other hand contends that this allowance should be continued to be given even after a typist works as a clerk.

293. If the typists and Stenographers get some allowance for trying and stenography work and if they want to compete for higher posts alongwith the clerical staff and if they want experience of the clerical post, they can request the management to allow them to work as clerks for bettering their prospects but in that case they cannot claim the special allowance which they are getting. The demand that their posts should be convertible without reduction in the emoluments does not appear to be just and fair. In my opinion their demand in this respect cannot be accepted.

294. I, therefore, pass the following order:—

ORDER

This demand is rejected.

DEMAND No. 10—Amenities: Subsidies

295. As regards this demand, the Association's case as made out in paras. 93 to 96 of the Ex. 1/W is as follows:—

"The Association submits the following demand:

"(a) ALL THE EMPLOYEES' SHALL BE ENTITLED TO A FREE PERSONAL ACCIDENT (ANNUAL) POLICY, THE PREMIUMS OF WHICH SHALL BE BORNE BY THE EMPLOYER. THE SUM ASSURED OF SUCH A POLICY SHALL BE EQUIVALENT TO 48 MONTHS GROSS SALARY OF THE EMPLOYEES IN THEIR RESPECTIVE GRADES."

The Association, in order to keep the employees of the company under reference, free from the worries of their family in case of accidental death which are very frequent in these days of modernisation and industrialisation particularly in the cities of Bombay, Calcutta, Delhi, Madras etc. where the life has become almost mechanical has submitted the above demand. The demand is therefore fully justified and the Honourable Tribunal may be pleased to grant the same.

The Association submits the following demand:

"(b) TEXT BOOKS FOR ALL THE RECOGNISED EXAMINATIONS SHALL BE SUPPLIED BY THE COMPANY. EXAMINATION FEE SHALL BE PAID BY THE EMPLOYER AFTER THE EMPLOYEE PASSES THE EXAMINATION."

The company under reference has no provision for the free supply of text books, reading courses as also to make payment in regard to Tuition fees, Insurance, so often called the 'Handmaid of Commerce' must

not be reduced to the work of 'Unskilled Casual Labour'. It is a profession directly linked to the National Economy and as such, requires highly trained professionals among those who serve it. To reduce the burden on the employees who wish to acquire the proficiency in this profession, the Association has submitted the above demand.

Amenities in regard to sports activities help in the development of the physique and mind of the workmen and thereby increase the efficiency in the performance of their duties. The need for providing such facilities has already been recognised in other industries and in the insurance industry as well. The employees working in the company under reference belong to the clerical cadre and are engaged in mental work and it is all the more necessary to get the facilities so that they can develop their mind and physique. The Association, therefore, demands that:—

'(c) ADEQUATE SUBSIDY SHALL BE GIVEN FOR SPORTS, RECREATION AND CULTURAL ACTIVITIES OF THE EMPLOYEES.'

The Association submits that the following amenities be introduced:

'(d) A WATER COOLER SHALL BE PROVIDED FOR SUPPLY OF DRINKING WATER TO THE EMPLOYEES.'

'(e) THE COMPANY SHALL PROVIDE 2 CUPS OF TEA—ONE IN THE MORNING AND ONE IN THE EVENING—TO EACH OF THE EMPLOYEES ON WORKING DAYS.'

'(f) ADEQUATE SUBSIDY SHALL BE GIVEN TO CHEAP CANTEENS FOR SUPPLY OF WHOLESALE FOOD TO THE EMPLOYEES.'

'(g) ADVANCE TO THE EXTENT OF 50 PER CENT OF THE SALARY AGAINST CURRENT MONTH SALARY SHALL BE GIVEN TO EMPLOYEES IN CASE OF EMERGENCY.'

'(h) THE COMPANY SHALL PROVIDE LOCKERS TO PRESERVE THE UNIFORMS OF THE SUB-STAFF IN THE OFFICE PREMISES.'

'(i) THE COMPANY SHALL PROVIDE A WELL FURNISHED LUNCH ROOM.'

The above demands are self-explanatory and just and need no further justification."

296. The company's case in respect of this demand, as made out in the written statement Ex. 2/E is as follows:—

"It is submitted that the different kinds of amenities demanded are such as would put considerable additional financial burden and therefore, the same cannot be given any consideration by the company."

297. As regards demand No. 10(a), the Association's case is that all the employees should be entitled to a free personal accident (Annual) policy, the premiums of which should be borne by the employer and that the sum assured of such a policy should be equivalent to 48 months gross salary of the employees in their respective grades.

298. The nature of duty which the employees working in General Insurance Companies do is not the same as that of the workers working in Factories like Ammunition Factory etc. which involves risk and danger to life. That is not the case in respect of the persons working in General Insurance Companies. There is absolutely no reason for them to apprehend any accident during the course of performing their duties. If they apprehend any general risk, they can take Insurance Policy and pay for it as everybody is doing. In my opinion there is no justification for them to demand that the company should insure their life at its cost.

299. The learned Advocate Shri Kothari for the company has however given pursis dated 3rd April 1970 alongwith written arguments stating that "The company agrees to give a Personal Accident Policy upto Rs. 10,000 (Rupees ten thousand only) under Table 'D' to any employee desiring to take the said Insurance at a concessional premium rate of 50 per cent (Fifty percent only), without any agency."

300. As the company agrees to give a Personal Accident Policy upto Rs. 10,000/- at a concessional premium rate of 50 per cent without any agency, I accept the same and allow the demand No. 10(a) to this extent.

301. As regards demand No. 10(b), the Association's demand is that text books for all the recognised examinations should be supplied by the company, and that examination fee should be paid by the employer after the employee passes the examination.

302. The company *vide* pursis dated 3-4-1970 given alongwith written arguments says as follows in respect of this demand:—

"It is agreed that the Company shall keep in the Library two sets of books for all the recognised Insurance Examinations and the employees shall be entitled to make use of them."

303. As the company agrees to keep two sets of books for all the recognised Insurance Examinations for the use of the employees, I accept the same. The demand of the employees in respect of books allowed to this extent.

304. As regards the Association's demand that examination fee should be paid by the employer after the employee passes the examination, the learned Advocate Shri Kothari contends that there is no justification in respect of this demand, that those employees who want to improve their position in life, are expected to acquire technical or other qualifications at their own cost. I am unable to accept this contention.

305. Indian Reinsurance Corporation Ltd. reimburses the fees paid by the employees on passing any examination of the Federation. British India reimburses fees to its employees on passing recognised Insurance examination not exceeding 3 in number. In view of these instances it appears that some Insurance Companies do reimburse examination fees to their employees on passing the recognised Insurance examination. There is, therefore, justification in the demand of the employees in this respect. I, therefore, accept the same.

306. As regards demand No. 10(c), the Association's case is that adequate subsidy should be given for sports, recreation and cultural activities of the employees.

307. The learned Advocate Shri Kothari for the company contends that this demand is not just and that the same be rejected.

308. Shri Madan Mohan, Vice President of the Association has not pressed this demand by his pursis dated 5-5-1970 produced alongwith the written arguments, he says that demand No. 10(c) be dropped.

309. I, therefore, reject this demand.

310. As regards demand No. 10(d), the Association's case is that a water cooler should be provided for supply of drinking water to the employees.

311. Admittedly, the company has got offices all over India. It will be difficult for the company to instal water cooler in each and every branch. It will involve heavy expenditure without any return. It will not also add in any way to the efficiency of the staff. I am, therefore, of the view that there is no justification for the demand of the employees. The same deserves to be rejected.

312. As regards demand No. 10(e), the Association's case is that company should provide 2 cups of tea—one in the morning and one in the evening—to each of the employees on working days.

313. The learned Advocate Shri Kothari for the company contends that this demand is not justified. Those who want to take tea can easily go to the Canteen and pay for it.

314. The Association has not pointed out any authority in support of this demand. It, however, appears from Ex. 7/W that out of 36 companies, 13 companies give tea to their employees twice a day and one company gives tea once with biscuits and two companies give subsidised tea. The remaining 20 companies do not give tea to their employees. It is, therefore, clear that majority of the companies do not give tea to their employees and there is no prevailing practice or trend in giving tea to their employees in General Insurance Industry. I am, therefore of the view that this amenity should not be given to the employees of the company, as the demand does not appear to be reasonable.

315. As regards demand No. 10(f), the Association's case is that adequate subsidy should be given to cheap canteens for supply of wholesome food to the employees.

316. The learned Advocate Shri Kothari for the company contends that there is no justification for this demand and the same be rejected.

317. The Association has not pointed out any provision under which the company is under obligation to give subsidy for cheap canteen for supply of wholesale food in each of the office premise of the company. The Association has also not pointed out any reason for allowing this demand. The company has got offices all over India. If this demand is allowed the company will have to incur heavy expenditure. I am, therefore, of the view that this demand of the Association is not just. It deserves to be rejected.

318. As regards demand No. 10(g), the Association's case is that advance to the extent of 50 per cent of the salary against current month salary should be given to employees in case of emergency.

319. The learned Advocate Shri Kothari opposes this demand.

320. By claiming advance of 50 per cent of salary against current month's salary in case of emergency, the employees are not demanding that the company should incur any additional expenses by their above demand. The employees want only facility to meet the emergency. If the advance of 50 per cent of the salary against the current month salary is given to the employees in case of emergency, the same can be deducted at the time of disbursing the salary. I am, therefore, of the view that on the ground of humanitarian consideration this demand should be allowed as it is just and fair.

321. As regards demand No. 10(h), the Association's case is that the company should provide lockers to preserve the uniforms of the sub-staff in the office premises.

322. The learned Advocate Shri Kothari for the company opposes this demand.

323. As sub-staff members, to whom the company supplies uniforms, want to keep the uniform in the office premises, it is but natural that they should be given some facilities for keeping the uniforms safe in the office premises. If the uniforms are not carried home and only if they are used in the office, they will not be spoiled. They will remain in good condition. This will be in the interest of the company.

324. I am, therefore, of the view that the demand of the employees to this extent should be allowed.

325. As regards demand No. 10(i), the Association's case is that the company should provide a well furnished lunch room.

326. The learned Advocate Shri Kothari for the company opposes this demand.

327. The Association has not adduced any evidence to show that the company can spare a room in each office for the using as lunch room. In big cities, it is very difficult to get ample space. When there is scarcity of accommodation, it will be difficult for the company to provide a well furnished lunch room in every office of the company. Hence the Association's demand in this respect does not appear to be just and reasonable. It cannot, therefore, be accepted.

328. In the end I pass the following order:—

ORDER

- i. The company shall give a Personal Accident Policy upto Rs. 10,000/- under Table 'D' to any employee desiring to take the said Insurance at a concessional premium rate of 50 per cent without any agency.
- ii. The company shall keep in the Library two sets of books for all the recognised Insurance Examinations and the employees shall be entitled to make use of them.
- iii. The company shall reimburse fees to its employees on passing recognised Insurance Examination.
- iv. The company shall give advance to the extent of 50 per cent of the salary against current month's salary to its employees in case of emergency, on the applications of the employees concerned.
- v. The company shall provide some facilities to preserve the uniforms of the sub-staff in the office premises.

3 (1)
DEMAND No. 11—Silver Jubilee Bonus

'AN EMPLOYEE, ON COMPLETION OF 25 YEARS OF SERVICE IN THE COMPANY SHALL BE PAID 3 MONTHS GROSS SALARY OR Rs. 500/00 WHICHEVER IS MORE, AS A SILVER JUBILEE BONUS.'

329. As regards this demand, the Association's case as made out in para 97 of the Ex. 1/W is as follows:—

"The above demand is just and fair and should be accepted by the company."

330. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"This is a demand which is ridiculously fantastic and as such need no consideration. This is particularly so in view of the provision for Provident Fund and Gratuity which is also a reward for the past service. In any case the company itself has not reached a stage of Silver Jubilee working."

331. The learned Advocate Shri Kothari for the company contends that the company has no financial capacity to pay silver jubilee bonus to its employees, that there is no industrial practice of allowing such bonus and that if such bonus is allowed it will amount to allowing double gratuity.

332. The Association has not pointed out any instance of allowing silver jubilee bonus prevailing in any General Insurance Company. The demand of the Association that every employee on completion of 25 years of service in the company should be given silver jubilee bonus appears to be novel one. In my opinion there is no justification for this demand. It does not appear to be fair and just. It deserves to be rejected.

333. I, therefore, pass the following order:—

ORDER

This demand is rejected.

DEMAND No. 12—Increments.

"ALL INCREMENTS INDICATED IN THE SCALES SHALL BE PAID TO THE EMPLOYEES EVERY YEAR IN THE MONTH OF JANUARY."

334. As regards this demand, the Association's case as made out in para. 98 of the Ex. 1/W is as follows:—

"The company under reference is already having a provision of increments in the Memorandum of Settlement Annexure 'B'. The Association submits that the same may be confirmed by an award."

335. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"This is already dealt with in the earlier paragraphs."

336. Memorandum of Settlement dated 2nd November, 1963 between the parties is at Annexure 'B' to the Association's written statement Ex. 1/W. In term No. 2 of the Memorandum of Settlement, there is reference about increment. It is as follows:—

"Increments.—All increments will take effect from 1st January every year, unless an employee is on probation, in which case, he will get his increment upon confirmation, in case the employee has put in a minimum probationary period of six months. In no case, however, he will claim a further increment within six months from the date he had received his first increment"

337. Having regard to the pleadings and agreements advanced by the parties in respect of this demand and the memorandum of settlement referred to above, I pass the following order:—

ORDER

All Increments will take effect from 1st January every year unless an employee is on probation in which case, he will get his increment

upon confirmation, in case the employee has put in a minimum probationary period of six months. In no case, however, he will claim a further increment within six months from the date he had received his first increment.

DEMAND NO. 13—Leave

338. As regards this demand, the Association's case as made out in paras. 99 and 100 of the Ex. 1/W is as follows:—

"The leave rules as are in existence in the company under reference are detailed in annexure 'B'. The Association submits that the following leave rules may be introduced:—

Casual Leave.—15 days Casual Leave shall be granted to each employee in a calendar year. Upto 8 days Casual Leave shall be granted at a stretch. Casual Leave may be prefixed and suffixed to holidays and Sundays. If Casual Leave is exhausted other leave (Viz. privilege and/or sick leave) shall be granted.

Privilege Leave.—Privilege (Earned) Leave shall be allowed to all employees at the rate of 1 day for every 11 calendar days and may be prefixed and suffixed to holidays and Sundays. Employees shall be allowed to accumulate leave upto 200 days. Return 1st class fare shall be granted to all the employees and their families once in 2 years for going anywhere in India. Written reply granting such leave be given within three days of submission of leave application.

Sick Leave.—30 days' sick Leave per year shall be allowed on full pay to all the employees, with accumulation of 12 months and may be prefixed and suffixed to holidays and Sundays. No privilege leave shall be deducted when an employee is on sick leave. In case of prolonged illness, further sick leave with half pay shall be allowed upto 12 months' and the rest without pay.

Maternity Leave.—Maternity leave upto the period of 3 months shall be allowed to all female employees for each pregnancy.

Examination Leave.—Employees' shall be allowed 21 working days leave for appearing in all the examinations in addition to all other leave.

Special Leave.—30 days leave shall be allowed in a year to the union representatives and office bearers of the all India Insurance Employees' Association and/or its affiliated units to enable them to attend meetings and conferences of the Union and their central organisations and to participate in the Tribunals and conciliation proceedings.

Furlough Leave.—Employees who are to retire shall be granted six months' leave as 'Leave preparatory to retirement' or in lieu thereof six months' total salary last drawn should be paid.

The demand for the amendment of the leave rules, so as to make the above provisions, is in accordance with the leave rules prevailing in other general insurance companies, Life Insurance Corporation of India and under the Bank Award. Similar leave rules are also prevailing in other commercial establishments as well. There is therefore no reason as to why this company should not make similar leave rules. The demand is fully justified and the workmen are entitled for the same."

339. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"At present the employees are entitled to the following leave benefits:—

- i. *Casual Leave* 15 days in a year.
- ii. *Privilege Leave* For every 11 months 1 month with an accumulation of 75 days.
- iii. *Sick Leave* 15 days in a year with an accumulation of 3 months.

The present practice of allowing leave to employees is as per the Agreement with the workmen dated 2nd November, 1963. There is no particular reason as to why the Company should make any change in the terms

mentioned in the Agreement, as the same are quite liberal. No question of maternity leave also arises as there are no female employees in the office of the company. There is also no justification for provision on leave examination or furlough leave as the employee can easily claim his accumulated leave for purpose of examination or for any other purpose if he so desires. Any special leave for union representative is also not justified.

340. The Association has produced a comparative statement showing, privilege leave, encashment leave, casual leave, sick leave, maternity leave, special leave prevailing in various general insurance companies at Ex. 14/W. It is as follows:—

Serial No.	Name of Company	Privilege leave in a year	Accumulation of Privilege leave	Encashment leave	Casual leave in a year.	Sick leave.	Accumulation of sick leave	Maternity leave.	Special leave for attending trade Union conference
1	2	3	4	5	6	7	8	9	10
1	JALANATH	30 days	60 days.	15 days of Privilege leave may be enjoyed or encashed (60 days may be encashed).	14 days.	15 days in a year.	12 months in whole tenure of service with full pay.	12 weeks with full pay & D.A. (Max. 3 occasions).	Nil.
2	STERLING	30 days	120 days	Nil.	10 days.	Do.	6 months	Do.	6 days in a year (not more than 6 workmen).
3	British INDIA	at the rate of one day's leave for every eleven days of continuous service i.e. 33 days in a year.	Do.	Can be encashed one month provided the employee has credit not less than 60 days.	Do.	(a) 15 days short sick leave in a year. (b) Prolonged sick leave 20 days in a year. (c) Addl. prolonged sick leave 10 days in a year.	No accumulation. (b) 270 days during the entire period of service. (c) 135 days with half pay during the entire period of service.	(Max. two occasions)	Leave shall be granted to those workmen, who are selected as delegates by the A.I.I.E.A. or its affiliated bodies. This leave shall be granted for the actual number of days taken for travelling from the place where the workmen works, to the place where the Conference of the A.I.I.E.A. or its affiliated Bodies is to be held & for the return journey, plus 3 days or the actual number of days of conference, whichever is less.

									Such spl. leave shall be granted only once in a year. The number of persons to be granted such leave shall not be more than 2 at H.O. & not more than 2 at one each of the other offices where the total number of workmen employed is not less than 5.
4	NEW GREAT	30 days in a year	90 days.	30 days maximum	10 days	15 days in a year.	100 days.	12 weeks	NIL.
5	HERCULES	Do.	Do.	Nil.	Do.	Do.	12 months during the entire service with the Co., with full pay	3 months with full pay (Max. 4 occasions.)	Company will give necessary facilities to office bearers to attend Conciliation or Industrial Tribunal Proceedings.
6	COMMERCIAL UNION.	Do.	60 days	Nil.	Do.	30 days in a year.	360 days in the entire service with the Company.	12 weeks (Max. 3 occasions)	No provision.
7	Northern Assee.	} 30 days in a year	75 days.	Nil.	10 days.	30 days in a year.	360 days in the entire service with the Company.	12 weeks (Max. three occasions)	No provision.
8	Employers' Liability								
9	South British	Do.	60 days	Nil.	Do.	Do.	Do.	Do.	Do.
10	Royal Insce.	} Do.	75 days.	Nil.	Do.	Do.	Do.	Do.	Do.
11	London & Lancashire.								
12	Liverpool & London & Globe Insce.								
13	CENTRAL INSCE.	30 days	75 days	Nil.	Do.	20 days in a year.	Do.	Do.	Do.
14	GUARDIAN	} Do.	60 days	Nil.	Do.	Do.	Do.	Do.	Do.
15	CALEDONIAN								
16	HOME	Do.	Do.	Nil.	Do.	Do.	Do.	Do.	Do.
17	LEGAL & GENERAL	Do.	90 days	Nil.	Do.	Do.	Do.	Do.	Do.

1	2	3	4	5	6	7	8	9	10
18	PHOENIX ASSCE	Do.	60 days	Nil.	10 days.	30 days in a	360 days in	12 weeks (Maxi-	No provision.
19	ALLIANCE	}	No	Nil.	Do	year,	the entire	mum occa-	Do.
20	SUN INSURANCE								
21	NEW ZEALAND	Do.	60 days	Nil.	Do	Do	service with	Do.	Do.
22	ATLAS	}	42 days	Nil.	Do	Do	Do.	Do.	Do.
23	ROYAL EX- CHANGE								
24	EAGLE STAR	Do.	75 days	Nil	Do	Do	Do.	Do.	Do.
25	NORWICH UNION	}	42 days	Nil.	Do	Do	Do.	Do.	Do.
26	SCOTTISH UNION								
27	MARITIME	}	30 days	90 days	Nil.	12 days	30 days in a year	6 weeks	Actual days of meeting plus days of travel in a year.
28	INDIAN TRADE								
29	JAYABHARAT	Do.	100 days	Nil.	10 days	Do.	Do.	Nil.	Do.
30	JUPITER	Do.	180 days	15 days on 1st occasion of pro- ceeding on leave 22 days on 2nd occasion of pro- ceeding on leave & 30 days on 3rd occasion of proceeding on leave	15 days	Do.	12 months	6 weeks	Do.
31	NEW INDIA	Do.	100 days	30 days	12 days	Do.	200 days	12 weeks (Ma- ximum 3 occasions)	6 days in a year
32	ORIENTAL	Do.	180 days	Nil	15 days	Do.	16 months accumulation	12 weeks	Actual days of meeting plus days of travel in a year
33	SOUTH INDIA	Do.	100 days	Min 30 days & 60 days max.	12 days	Do.	240 accumula- tion	Do.	Do.
34	INDIARE	Do.	Do.	15 days maxi- mum	Do.	Do.	six months accumulation	3 months	Do.

35	CONCORD	Do.	60 days	Nil	10 days.	1 month in a year & (12 months maximum on full pay, 6 months on half pay & 12 months without pay)	12 months maximum on full pay, 6 months on half pay & 12 months without pay	2 months	Nil
36	ALL INDIA GENERAL	Do.	75 days	Nil.	15 days.	15 days in a year	90 days accumulation.	Nil.	Nil.

341. *Casual Leave*.—It appears from the Memorandum of settlement annexure 'B' to Ex. 1/W that the present provision regarding casual leave in the company is as follows:—

"Fifteen days casual leave in each calendar year subject to four days at a time will be granted. However, the Management will have discretion to grant upto six days casual leave at a time. There will be no accumulation of casual leave. Sundays and holidays can be prefixed and suffixed to casual leave. Casual leave cannot be joined with Privilege leave. Applications for Casual leave will be made normally in advance."

342. The Association's demand is that 15 days casual leave should be granted to each employee in a calendar year. The existing provision in respect of casual leave in the company is 15 days Casual Leave in a calendar year. There is, therefore, no dispute in respect of number of days of Casual Leave to be allowed in a calendar year.

343. The Association's demand is that upto 6 days casual leave should be granted at a stretch. The existing provision says that Casual leave will be allowed upto 4 days at a time but it will be in the discretion of the management to grant upto 6 days Casual leave at a time.

344. In the statement Ex. 14/W in the column 'Casual Leave' details are given. This column mentions the total number of days of casual leave allowed in a calendar year in respect of each Insurance Company. The Association has not adduced any evidence to show that there is any other Insurance Company which allows casual leave of 6 days at a stretch. The Association has also not shown that the existing provision of allowing 4 days Casual leave at a stretch and upto 6 days at the discretion of the management has caused any hardship and injustice to the employees. The existing provision appears to be quite fair and just. I, therefore, reject the demand of the Association that 6 days Casual leave should be granted at a stretch.

345. The Association's demand is that casual leave may be prefixed and suffixed to holidays and Sundays. In the existing leave rules, there is provision which allows Sundays and holidays to be prefixed or suffixed to casual leave. Hence there is no dispute in respect of this item.

346. The Association's demand is that if Casual Leave is exhausted other leave (viz. privilege and/or sick leave) should be granted. As the demand stands there is no difficulty. It is natural that if casual leave is not in one's credit and if he wants to proceed on leave, some sort of leave will have to be taken. It may be either sick leave or privilege leave as circumstances demand. The management in ordinary course will be granting such leave. It is not the case of the Association that the management does not allow them privilege leave or sick leave when they are required to proceed on such leave. If the Association wants by this demand that casual leave should be allowed to be joined with privilege leave or sick leave, the same cannot be granted. The existing provisions specifically lay down that casual leave cannot be joined with privilege leave. The Association has not shown by adducing positive evidence that there is any other company which allows casual leave to be joined with privilege leave. In view of this fact I am of the view that the demand if casual leave is exhausted other leave should be granted is vague. No specific order in respect of this demand can be passed.

347. *Privilege (Earned) Leave*.—As regards privilege (earned) leave, the existing practice in the company in question as is clear from Annexure 'B' to Ex. 1/W is as follows:—

- I. FOR every eleven months of service with the company an employee will be entitled to one month's privilege leave per year.
- II. Such leave, when due, can be accumulated upto 75 days at the most but no employee will be allowed more than 60 days leave at a time. Accumulation in excess of 75 days will be forfeited.
- III. Applications for privilege leave will be made 15 days in advance. Privilege leave may be prefixed or suffixed with holidays.

IV. Privilege leave, when due, can only be granted according to the exigencies of the Company's business but, if for this reason, any member is refused privilege leave when applied for, his rights for such leave will be safeguarded."

348. The Association's demand is that privilege leave should be allowed to all employees at the rate of 1 day for every 11 calendar days.

349. From the statement Ex. 14/W referred to above, it is clear that all the companies, including the company in question, except British India allow 30 days privilege leave in a year. The Association has not pointed out any specific reason as to why it should be allowed privilege leave to the employees at the rate of 1 day for every 11 calendar days i.e. 33 days in a year. I, therefore, find that there is no justification for allowing 33 days privilege leave to the employees in question. Hence the demand of the Association in this respect fails.

350. The Association contends that accumulation of privilege leave should be allowed upto 200 days.

351. Out of 36 companies including the company in question referred to in Ex. 14/W only two companies allow accumulation of 180 days privilege leave. 2 companies allow accumulation of privilege leave upto 120 days. 4 companies allow accumulation of privilege leave upto 100 days. Another 4 companies allow accumulation of privilege leave upto 90 days. 7 companies allow privilege leave accumulation upto 75 days, 8 companies allow accumulation of privilege leave upto 60 days and 5 companies allow accumulation of privilege leave upto 42 days. 2 companies do not allow any accumulation of privilege leave.

352. There is not a single company which allows accumulation of privilege leave upto 200 days. Hence the Association's demand that it should be allowed accumulation of privilege leave upto 200 days does not appear to be just fair and reasonable. The same is excessive and deserves to be rejected.

353. It is also clear from the statement Ex. 14/W that there is no uniformity in allowing accumulation of privilege leave. Different companies are allowing accumulation of privilege leave to different extent. Hence the Statement Ex. 14/W does not establish any prevailing practice or trend in allowing accumulation of privilege leave upto a particular number of days. As 13 companies are allowing accumulation of privilege leave less than 75 days and as the company in question is allowing accumulation of privilege leave upto 75 days, the present system of allowing accumulation of privilege leave upto 75 days appears to be quite satisfactory. There appears to be no reason for changing the same. Hence the demand of the Association in this respect fails. The result is that the present system of allowing 30 days of privilege leave and accumulation upto 75 days is to continue.

354. The Association's further demand is that return 1st Class fare should be granted to all the employees and their families once in 2 years for going anywhere in India.

355. From the statement Ex. 14/W referred to above, it is crystal clear that no company out of the 36 companies including the company in question allow this concession claimed by the Association. Such concession was also claimed before the Industrial Tribunal presided over by Shri Salim M. Merchant in Reference No. CGIT-9 of 1964 in respect of the dispute between the Hercules Insurance Co. Ltd., Bombay and their workmen but the Tribunal disallowed this concession. There is also no provision regarding this concession in the settlement made by this Association recently with the British India General Insurance Co. Ltd. and the Zenith Assurance Co. Ltd. (Reference No. CGIT-2/25 of 1968).

In view of these facts I think that the demand of the Association in respect of this concession referred to above, does not appear to be reasonable and proper. The same deserves to be rejected.

356. The Association's further demand is that written reply granting privilege leave should be given within 3 days of submission of leave application.

357. If this demand of the Association is accepted it will amount to interference with the internal administration of the management. It may be that sometimes they will have difficulties in making leave arrangements. For that purpose they may take some time before allowing a person to proceed on leave. The management will, however, try their level best to dispose of the leave application

as early as possible and intimate the result to the employees concerned within a reasonable time. In view of the peculiar facts I am of the view that the demand made by the employees in this respect cannot be granted.

358. As regards the Association's demand that privilege leave may be prefixed and suffixed to holidays and sundays, there can be no dispute in view of the prevailing practice in the company of allowing privilege leave to be prefixed or suffixed with holidays.

359. *Sick Leave*.—The present provision regarding sick leave in the company in question as given in Annexure 'B' to Ex. 1/W is as follows:—

“(c) Sick leave

(i) An employee is entitled to a maximum of 15 (fifteen) days sick leave per year on full pay, subject to his producing a certificate from a Registered Medical Practitioner.

(ii) Such leave may be accumulated upto three months on full pay.

(iii) Absence due to sickness of not more than 4 days will be treated as casual leave.

The employees will be allowed to exhaust his sick leave first, in case of sickness, if he is qualified for such leave, and thereafter, utilise his privilege leave, which may be found due to him.”

360. The Association's demand in respect of sick leave is that 30 days sick leave per year should be allowed on full pay to all the employees with accumulation of 12 months and may be prefixed and suffixed to holidays and Sundays. In case of prolonged illness, further sick leave with half pay should be allowed upto 12 months and the rest without pay.

361. Out of 36 companies including the company in question referred to in Ex. 14/W, 5 companies allow sick leave for 15 days in a year. 15 companies allow sick leave for 20 days in a year, another 15 companies allow sick leave for 30 days in a year. British India has got different way of allowing sick leave. It allows sick leave as mentioned below:—

“(a) 15 days short sick leave in a year.

(b) Prolonged sick leave 20 days in a year.

(c) Addl. prolonged sick leave 10 days in a year.

362. As majority of the companies referred to above are allowing 30 days sick leave in a year to their employees, it is just and fair if the company in question also allows 30 days sick leave to their employees in a year.

363. As regards accumulation of sick leave, the company in question is the only company which allows accumulation upto 90 days. One company namely New Great Insurance Co. allows accumulation upto 100 days. 4 companies namely Sterling, India Trade, Jayabharat and India Re-Insurance allow accumulation upto 6 months. 1 company namely New India allows accumulation upto 200 days. 1 company namely South India allows accumulation upto 240 days. 26 companies mentioned at S. Nos. 1, 5 to 27, 30 and 35 allow accumulation upto 360 days or 12 months in the entire service with the company. There is one company namely Oriental which allows accumulation upto 16 months. The system of accumulation of sick leave is different in British India. In respect of short sick leave there is no accumulation. In case of prolonged sick leave it allows 270 days during the entire period of service, and in case of additional prolonged sick leave it allows 135 days with half-pay during the entire period of service.

364. It appears from the statement Ex. 14/W referred to above that there is no uniformity regarding accumulation of sick leave in various Insurance companies. It varies from 90 days to 16 months, but there appears to be a trend in Insurance companies to allow accumulation of 360 days or 12 months sick leave during the entire period of service.

365. Considering the fact and circumstances of the case, I am of the view that accumulation of sick leave for 12 months during the whole tenure of service with full pay should be allowed.

366. The Association's demand is that sick leave to be prefixed and suffixed to holidays and Sundays. This demand is just and fair. As privilege leave is allowed to be prefixed and suffixed to holidays and Sundays, sick leave should also be allowed to be prefixed and suffixed to holidays and Sundays.

367 The Association's further demand is that no privilege leave shall be deducted when an employee is on sick leave.

368 If sick leave is to the credit of the employee, there is no reason for deducting privilege leave. If an employee exhausts his sick leave, he will be entitled to continue on privilege leave under the existing sick leave provision. I do not think that there is any necessity of specific direction in respect of this demand.

369 The Association's demand is that in case of prolonged illness, further sick leave with half pay should be allowed upto 12 months and the rest without pay. This demand of the Association appears to be excessive

370 Out of 36 companies referred to in Ex 14/W only once company namely Concord allows sick leave for 6 months on half pay and 12 months without pay. There is no such provision in respect of any other company including in the company in question. The company in question entered into settlement on 2nd November, 1963, vide annexure 'B' to Ex 1/W. At that time no provision for half-pay sick leave upto 12 months and the rest without pay has been made. It appears to me that this demand of the Association in this respect is not reasonable and justified. I am unable to accept the same.

371 *Maternity leave*—The Association's demand in respect of maternity leave is that maternity leave upto the period of 3 months should be allowed to all female employees for each pregnancy.

372 From the statement Ex 14/W referred to above, it appears that out of 36 companies only two companies viz Jayabharat and All India General Insurance Company Ltd, i.e., the company in question, do not allow maternity leave to their female employees. Concord allows 2 months maternity leave to female employees. Indian Trade and Jupiter allow only 6 weeks maternity leave to their female employees. The remaining 31 companies allow 12 weeks maternity leave to their female employees. Some of these Insurance companies restrict the maternity leave to 2 occasions, some to 3 occasions and some to 4 during the entire period of service of the female employees. There can be no doubt that there is a trend and prevailing practice in the general insurance companies to allow maternity leave to their female employees.

373 The learned Advocate Shri Kothari for the company contends that there is no female employee in the company in question and that the question of allowing maternity leave to female employees does not arise for the time being. It may be that this company may employ females in future. It is absolutely necessary to make provision for maternity leave.

374 In case of maternity leave it is necessary that out of 12 weeks 6 weeks leave before confinement and 6 weeks leave after confinement should be given.

375 In short considering the facts and circumstances of this case and the arguments of the parties I am of the view that maternity leave should be allowed to the female employees in the company in question for a period of 12 weeks.

376 This leave should be allowed only on 3 occasions during entire period of service of the female employees.

377 *Examination leave*—The Association's demand is that the employees should be allowed 21 working days leave for appearing in all the examinations in addition to all other leave.

378 The learned Advocate Shri Kothari for the company contends that there is no justification for granting examination leave and there is no uniform practice in many of the Insurance companies in this respect.

379 No company referred to in Ex 14/W has got specific provision for allowing leave to the employees for appearing examination. It, however, appears that the Tribunal has allowed such leave to the employees in reference No. CGIT-9 of 1964 in the case between Hercules Insurance Co Ltd, Bombay and their workmen published in the Government of India, Gazette, dated 17th July, 1965, Part II, Section 3(ii) pages 2442 to 2468. In para 59 of the Award the Tribunal has observed as follows:—

"The demand is that employees should be allowed adequate leave for appearing in any of the recognised examinations and this leave should be in addition to all other leaves. The Union has argued that the acquiring of higher qualifications adds to the efficiency of

the employees and that most of the Insurance companies encourage their employees by granting necessary leave facilities to appear for recognised examinations. The Union's statement Exhibit, W.3, however does not show that there is any such practice in the industry. The Union has not in its demand specified the quantum of such leave. I think there is justification in the Company's contention that the workmen could avail themselves of all casual leave to appear for their examinations. But if the examinations are for higher qualification in the Insurance Business, then an exception should be made and special casual leave with pay for the actual days of such examination should be granted. I, therefore, make an award in terms stated above."

380. It also appears from the Settlement between the present Association and the British India General Insurance Co. Ltd. and the Zenith Assurance Co. Ltd., Bombay (Reference No. CGIT-2/25 of 1968) that special provision in the compromise for examination leave as mentioned below has been made:—

"Study leave and leave for sitting for the examinations conducted by the Federation of Insurance Institutes, Bombay, and/or the Chartered Insurance Institute, London, special leave for 10 working days shall be granted provided the workmen successfully pass such examinations. The workmen availing of this special study leave for the Insurance examinations, must appear for such examinations. Those who sit for the examinations and fail, in such case, only 5 working days' special study leave shall be granted and the balance of 5 working days shall be debited to the casual leave or, if the casual leave is exhausted, then to privilege leave. Those workmen who avail of 10 working days study and sitting for examination leave for the Insurance examinations, but do not sit for such Insurance examinations, for whatever reason, then 10 working days' special study and sitting for examination leave shall be debited to the casual leave or, if the casual leave is exhausted, then to the privilege leave."

381. Having regard to the extent regarding examination leave in respect of Hercules Insurance Company Ltd., Bombay and the British India General Insurance Co. Ltd., and the Zenith Assurance Co. Ltd., Bombay and the fact that acquiring higher qualification relating to Insurance Business adds to the efficiency of the employees, I am of the view that examination leave should be allowed to the employees in addition to other normal leaves.

382. The Association has demanded 21 working days leave for appearing in all the examinations in addition to all other leaves. In my opinion this quantum of leave claimed by the Association appears to be excessive. Leave with pay for actual days of Insurance Examination if allowed would serve the ends of justice. I, therefore, think that examination leave with pay for the actual days of examination should be allowed to the employees to appear for recognised Insurance Business Examination. I accept the demand of the employees to this extent, only.

383. *Special Leave.*—The demand of the Association is that 30 days leave should be allowed in a year to the Union representatives and office bearers of the All India Insurance Employees' Association and/or its affiliated units to enable them to attend meetings and conferences of the Union and their central organisations and to participate in the Tribunals and conciliation proceedings.

384. In support of this demand, the Association relies on Ex. 14/W referred to above.

385. Out of 36 companies referred in Ex. 14/W only 10 companies allow special leave for attending trade union conference. 6 companies allow actual days of the meeting plus days of travel in a year. 2 companies allow only 6 days in a year. One company viz. Hercules gives necessary facilities to office bearers to attend conciliation or Industrial Tribunal proceedings. British India, however, allows leave to those workmen, who are selected as delegates by the A.I.I.E.A. or its affiliated bodies for actual number of days taken for travelling from the place where the workman works to the place where the conference of the A.I.I.E.A. or its affiliated Bodies is to be held and for the return journey plus 3 days or the actual number of days of conference, whichever is less, once in a year. The number of persons to be granted such leave shall not be more than 2 at head office and not more than one at each of the other offices where the total number of workmen employed is not less than 5.

386. 26 companies including the company in question do not allow special leave for attending trade union conference.

387. The National Industrial Tribunal (Bank Disputes) at Bombay in Reference No. 1 of 1960 in para 9.26 of its Award observed and directed as follows:—

“Having regard to the fact that workmen in the banking industry have been organized on an all India basis and there are all India organisations to which various Unions of workmen employed in banks have been affiliated, I consider it in the interests of the industry that special casual leave should be granted to the office bearers and Executive Committee members of the organisations hereinafter mentioned in order to enable them to attend meetings and conference. I accordingly direct that the office bearers and the Executive Committee members of the All India Bank Employees Association, the All India Bank Employees Federation and the All India State Bank of India Staff Federation who are workmen employed in banks governed by the Award should be given by the respective Banks special casual leave upto 7 days in a calendar year for the purpose of attending meetings and conferences of their respective organisations. The State Bank of India and some other banks are giving special leave to office bearers and committee members of various unions. It is not intended by this award that these facilities when they are in excess of what is hereby provided should in any way be discontinued or curtailed. In this award, having regard to the limited quantity of evidence available on the subject facilities only of a limited nature have been directed to be provided.”

388. In the Settlement between the All India Insurance Employees' Association and the British India General Insurance Co. Ltd., and the Zenith Assurance Co. Ltd. (Reference No. CHT-2/25 of 1968), there is provision for special leave as mentioned below:—

“Leave under this heading shall be granted only to those workmen, who are selected as delegates by the All India Insurance Employees' Association or its affiliated Bodies. This leave shall be granted for the actual number of days taken for travelling from the place where the workman works, to the place where the conference of the All India Insurance Employees' Association, or its affiliated Bodies, is to be held, and for the return journey, plus 3 days or the actual number of days of Conference, whichever is less.

Such Special leave shall be granted only once in a year. The number of persons to be granted such leave shall not be more than 2 at the Head office, and not more than one at each of the other offices, where the total number of workmen employed is not less than 5.”

389. The Company in question has got offices all over India. Many of its employees are members of the All India Insurance Employees' Association or its affiliated body. It is in the interest of the Insurance Industry that special leave should be granted to those employees who are selected as delegates by the All India Insurance Employees' Association or its affiliated body for attending conferences once in a year.

390. From the Award in Bank dispute referred to above and the settlement between this Association and the British India General Insurance Co. Ltd., and the Zenith Assurance Co. Ltd., it appears to me that the demand of the Association for allowing 30 days special leave in a year for attending meetings and conferences of the Union appears to be excessive. As it is in the interest of the industry that special leave should be granted to the office bearers and executive committee members for attending conference, I am of the view that special leave should also be granted to those workmen who are selected by the Association or its affiliated body as delegates for the actual number of days taken for travelling from the place where the workman works to the place where the Conference of the All India Insurance Employees' Association or its affiliated bodies, is to be held and for the return journey plus actual number of days of Conference. I am of the view that such leave shall be granted once in a year and that number of persons to whom this leave shall be granted, shall not be more than 2 at the Head Office and not more than one at each of the other offices, where the total number of workmen employed is not less than 5.

391. The Association further contends that special leave should be granted to participate in the Tribunals and Conciliation proceedings. Such demand was

also made before the Central Government Industrial Tribunal, Bombay in Reference No. CGIT-9 of 1964 in the case between the Hercules Insurance Company Ltd., Bombay and their workmen. In this connection the Tribunal observed in its award in para 61 as follows:—

“The Union has also demanded that the management should grant special leave to enable its employees to attend proceedings before the Conciliation Officer and the Industrial Tribunal to enable them to participate in those proceedings. Shri Joshi in opposing the demand has relied upon the decision of the Hon'ble Supreme Court in the case of Rohta's Sugar Ltd. and others and Mazdoor Seva Sangh & others (1960-I, LLJ page 567) in which case the Hon'ble Supreme Court following its earlier pronouncements in the case of the Punjab National Bank's case (1957-I, LLJ P. 455) turned down the Industrial Tribunal's directions that the workmen attending the proceedings before the Industrial Tribunal should be treated as on special leave with pay for the period of such attendance. The objection of Shri Joshi must, therefore, be upheld. But I do trust that this Company will give all the necessary facilities to its workmen who are either directly connected or who are office bearers of its Unions to attend proceedings before the Conciliation Officer and Industrial Tribunals as this would, in my opinion help the maintenance of good industrial relations between the employers and their workmen. But the workmen must not understand that they can claim this as of right.”

392. Considering the facts and the circumstances of this case and having regard to the decision of the Supreme Court, I am of the view that this demand of the Union that special leave for attending Tribunal and conciliation proceedings cannot be granted. The company may, however, give them full facilities for attending the same in its discretion with a view to maintain good relations, industrial peace and harmony.

393. *Furlough leave.*—The demand of the Association is that employees who are to retire shall be granted six months' leave as leave preparatory to retirement or in lieu thereof six months' total salary last drawn should be paid.

394. Shri Madan Mohan, Vice President of the Association has given pursis alongwith written arguments, dated 5th May, 1970. In this pursis he has mentioned that the demand regarding Furlough leave is given up.

395. As the Association is not pressing for this demand the same is rejected.

396. In the end I pass the following order:—

ORDER

- (i) As regards casual leave, the demand of the Association is rejected. The present provision regarding casual leave is to continue.
- (ii) As regards privilege leave, the Association's demand is rejected. The present provision regarding privilege leave is to continue.
- (iii) As regards sick leave, 30 days sick leave on full pay per year shall be allowed to all the employees with accumulation upto 12 months during the entire period of service and this leave is allowed to be prefixed and suffixed to holidays and Sundays.
The Association's demand that in case of prolonged illness further sick leave with half pay upto 12 months and the rest without pay should be granted, is rejected.
- (iv) As regards maternity leave, 12 weeks maternity leave shall be allowed to all female employees of the company. Out of 12 weeks maternity leave, 6 weeks leave to be given before confinement and 6 weeks after confinement.
- This concession of maternity leave will be available only on 3 occasions during the entire period of service of a female employee in the company.
- (v) As regards examination leave, examination leave for actual days of examination shall be allowed to the employees of the company, who are appearing for recognised Insurance business examination.
- (vi) As regards special leave, the same shall be granted only to those workmen who are selected as delegates by the All India Insurance Employees' Association or its affiliated bodies. This leave shall be

granted for the actual number of days taken for travelling from the place where the workman works to the place where the Conference of the All India Insurance Employees' Association, or its affiliated bodies, is to be held and for the return journey plus actual number of days of Conference. This leave shall be granted once in a year. Number of persons to whom this leave shall be granted, shall not be more than 2 at the Head Office and not more than one at each of the other offices, where the total number of workmen employed is not less than 5.

(vii) As regards Furlough leave, the Association's demand is rejected.

DEMAND NO. 14—Security of Service

"NO EMPLOYEE SHALL BE VICTIMISED FOR TRADE UNION ACTIVITY."

397. As regards this demand, the Association's case as made out in para 101 of the Ex. 1/W is as follows:—

"The demand is in accordance with the well established principles of industrial jurisprudence and does not require further justifications."

398. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"There is no necessity for a special direction from this Hon'ble Tribunal that no employee shall be victimised in view of the existing legal protection."

399. The learned Advocate Shri Kothari for the company contends that there is no evidence to suggest that the company has ever victimised any employee for trade union activity and that this demand is vague.

400. Shri Kothari has however given assurance on behalf of the company that the company has not and will not victimise any employee for genuine trade union activity.

401. It is common ground that the relations between the employees and the company are cordial and happy and that uptill now there is no instance of victimisation of any employee for trade union activity. In case of victimisation of an employee for trade union activities, the Association can take recourse to law for getting relief. It is always open to the Association to do so. Moreover, the company has also given assurance that it will not victimise any employee for genuine trade union activities. In these circumstances, there is no need for giving any specific direction. I, therefore, pass the following order:—

ORDER

This demand is rejected.

DEMAND NO. 15—Grace Time

'A GRACE TIME OF 15 MINUTES SHALL BE ALLOWED BEFORE THE EMPLOYEES ARE MARKED LATE. IF AN EMPLOYEE IS LATE WITH PRIOR PERMISSION, NO LATE MARK SHOULD BE MADE.'

402. As regards this demand, the Association's case as made out in para. 102 of the Ex. 1/W is as follows:—

"The existing provision under item 7 (Grace time) of Annexure 'B' of allowing 10 minutes as grace time is inadequate. Therefore, the Association submits that: 'a grace time of 15 minutes shall be allowed before the employees are marked late. If an employee is late with prior permission, no late mark should be made.'"

403. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The Company stoutly opposes any increase in the grace time allowed at present which is ten minutes as per agreement as any additional time given will dislocate the work in office and will encourage lethargy."

404. The learned Advocate Shri Kothari for the company contends that the company is allowing 10 minutes grace time as per agreement and that 5 minutes time is given in the discretion of the company. He submits that this practice be continued.

405. It appears that there was a settlement between the parties on 2nd November 1963. Item No. 7 relating to grace time in this settlement annexure 'B' to Ex. 1/W is as follows:—

"The present practice of allowing 10 minutes as grace time to continue."

Anybody coming late to the office on more than three days in a calendar month, be cautioned during a calendar year. If after the said caution, the employee attends the office late on more than three days in a calendar month, he shall forfeit his casual leave for one day for every three late attendances. If no casual leave is due to the employee, he will forfeit privilege leave and if no privilege leave is also available he will forfeit his salary for that day."

406. Only about 7 years have been lapsed after the settlement referred to above. The employees have not adduced any evidence to show that the present practice of allowing 10 minutes grace time has caused any hardship to them. The present system of allowing 10 minutes grace time and to allow further time in the discretion of the company is working very satisfactorily. There is no just and proper reason to change this system.

407. In my opinion the Association's demand that grace time of 15 minutes should be allowed before the employees are marked late does not appear to be just and proper. It deserves to be rejected. I, however, allow the present system of allowing 10 minutes grace time to continue and to allow further time of 5 minutes in the discretion of the management.

408. In the end I pass the following order:—

ORDER

This demand is rejected.

DEMAND No. 16—*Bonus*

"ALL EMPLOYEES SHALL BE PAID 25 PER CENT OF ANNUAL GROSS WAGES AS BONUS PER YEAR AND THE SAME SHALL BE PAID ON OR BEFORE 30TH JUNE OF EVERY YEAR."

409. As regards this demand, the Association's case as made out in para. 103 of the Ex. 1/W is as follows:—

"The company under reference has made a provision for Bonus as per Memorandum of Settlement dated 15th April 1967 under item No. 9—marked annexure 'D'—which reads as under:—

It is further agreed that the demand No. 16 (Bonus) contained in the Charter of Demands will not form part of the Reference to adjudication whereas it will be negotiated by and between the parties every year with a view to arrive at a mutual settlement."

410. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The demand for 25 per cent of annual gross salary as bonus per year is also not warranted, as it virtually amounts to rise in the total emoluments of the workmen and is not justified both because of the company's financial incapacity and also because of the fact that bonus payment should have always relations to profits of the Company. Secondly, the payment of Bonus is subject to sanction from the Ministry of Finance, Government of India, and the Company cannot undertake any permanent liability under this head."

411. During the course of arguments Shri Madan Mohan, Vice President of the Association has not pressed this demand. In view of the contention raised in para. 103 of the Ex. 1/W referred to above, Shri Madan Mohan has rightly not pressed this demand. Moreover, the Tribunal has no jurisdiction to decide the question of bonus in respect of Insurance Companies.

412. I, therefore, reject this demand and pass the following order:—

ORDER

This demand is rejected.

DEMAND No. 17—*Free Medical Aid*

"ALL THE EMPLOYEES SHALL BE ENTITLED TO FREE MEDICAL AID FOR SELVES AND THEIR DEPENDENTS. ALL THE COST OF

HOSPITALISATION, MEDICINES AND DOCTORS' BILLS SHALL BE BORNE BY THE EMPLOYER AND THE SAME SHALL BE PAID WITHIN A WEEK FROM THE DATE OF PRODUCTION OF THE BILLS."

413. As regards this demand, the Association's case as made out in para. 104. of the Ex. 1/W is as follows:—

"At present the Company under reference is not providing medical aid in the case of sickness of the employees by way of payment of cost of medicines and prescriptions. The Association submits that the medical aid should be provided to the extent of full payment of cost of hospitalization, medicines and doctor's bills in regard to the employees concerned and the members of his family. The modern medical treatment has become very much expensive and beyond the means of an ordinary employee. Further the incidents of disease of long duration which need expensive treatment is also on the increase. It is further submitted that in order to keep the efficiency of the employees it is necessary that they are given proper medical aid as and when necessary. Since the cost of medicines has gone up by more than 50 per cent., the demand as made by the Association is quite reasonable. In these circumstances, there is no reason as to why the company under reference should not be required to provide the facility of medical aid as demanded by the Association. It is therefore submitted that the employees whose incomes are meagre, resources scanty should not be denied this facility."

414. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The demand also is beyond the capacity of the company to fulfil."

415. The Association has produced a comparative statement showing medical aid scheme prevailing in various General Insurance Companies at Ex. 15/W. The medical aid scheme prevailing in each one of the company is as mentioned below:—

S. No. Name of Company

1	JALANATH	Free medical aid as at present will continue to be provided to the Staff in Bombay at Scindia House. It will be available to members of the staff only. In addition to the above free medical aid at Bombay, it has been agreed to have a medical aid scheme at Bombay more or less on the lines of Medical aid Scheme prevailing for the 'A' class Bank staff under the award of the National Industrial Tribunal (Bank Disputes) of June 1962 and amended by the Memorandum of Settlement between Association of Banks and those of the workmen. Under this scheme every employee will be reimbursed medical expenses incurred for himself, his wife and dependent children and widowed mother upto a maximum amount of Rs. 135/- in a year (July/June) which will be allowed to be accumulated upto 3 years, i.e., Rs. 405/- Only. This scheme will be subject to Rules & Regulations to be framed hereafter.
2	STERLING	No.
3	BRITISH INDIA	Medical expenses incurred due to sickness shall be borne by the Company (No limit).
4	NEW GREAT	(i) (a) The benefits under the above scheme will be available to all permanent workmen of the company covered by this settlement. (b) The workman must have completed one year's service to enable him/her to get the benefits under the scheme. A workman will be entitled to join this scheme on the 1st day of January of the year following completion of his/her one year's service.

S. No.	Name of Company
--------	-----------------

- (ii) The company will create a separate fund called the Co's medical aid fund for medical aid of the workmen by contributing to the said fund a sum of Rs. 75/- per year to the credit of each workman, to be utilised for the benefit of the workman in the manner hereinafter provided:—
- (iii) A workman will take medical treatment as and when he may require the same from his own doctor who shall be a registered medical practitioner.
- (iv) Any workman entitled to the benefits of the scheme will submit his/her bill in respect of cost of mixtures, injections, patent medicines, X-rays, pathological examinations, specialists consultation fee but excluding dentists' bill and maternity expenses, together with supporting vouchers at the end of every 3 months, viz. 31st March, 30th June, 30th September and 31st December of every year, for medical treatment undergone by him/her to the company who, if satisfied about the same, will reimburse the workman by paying $\frac{3}{4}$ of the bill out of the amount standing to his/her credit in the said fund, provided that amount payable to a workman shall not exceed Rs. 75/-.
- (v) If a workman has not taken advantage of the medical benefit available to him/her under the scheme during the any year, he/she will be entitled to accumulate the unused or unspent amounting to his/her credit for 3 consecutive years, i.e., to accumulate to his credit a sum of Rs. 225/- and he/she may if so necessary, be allowed to take benefit of the scheme upto Rs. 225/- for three years, provided that if the amount is not at all utilised by his/her at the end of the period of 3 years, the entire amount or portion thereof lying to him/her credit shall lapse and shall then belong to the Company.
- (vi) A workman shall take all reasonable precaution to prevent injury or illness to himself/herself and especially when any disease is prevalent in epidemic form.
- (vii) If a workman has to undergo hospitalisation treatment, the company will bear and pay the expenses of such hospitalisation upto three-fourth of such expenses of hospitalisation actually incurred by the workman on production of the bills. The bills that will be reimbursed by the company shall not exceed three weeks hospitalisation per year, in the manner specified below:—

Three-fourth of actual charges but not exceeding

Staff (Lower grade to	Rs. 20/- per day as
Higher grade)	room charges.
Record clerks, drivers & sub-	Rs. 10/- per day as
staff	room charges.

In addition to the above, operation and other medical expenses incidental to the hospitalisation, such as honoraries' visit charges, operation theatre or table charges, medicines and injections will be also borne by the company to the extent of $\frac{3}{4}$ of the amount applicable to the class nearest to the one referred to in this paragraph.

The company will reimburse a workman to the extent of $\frac{3}{4}$ of hospitalisation expenses as mentioned above, on production of bill of such charges.

S.No. Name of Company

(viii) Under this scheme of Medical aid, a workman will not be entitled to medical benefit in the following cases:—

(a) Insanity, venereal diseases or any medical treatment necessitated by a workman's own rash or reckless act,

&/or (b) Any medical treatment other than hospitalisation taken by a workman outside the city or town where the office of the company concerned is situated. (The benefit will, however, be available to such workmen who have their place of residence outside the city/town where the office of the Company is situated, and who attend to their work from such place of residence.)

5. HERCULES . . . The Company shall pay upto Rs. 75/- per annum as medical expenses on production of bills for medical expenses actually incurred by the employee, pertaining to himself, subject to the provision that this could be accumulated upto a maximum of Rs. 225/- (Rs. Two hundred twenty-five)

6. COMMERCIAL UNION . Medical aid to reimburse a workman for medicines and/or treatment prescribed by a registered medical practitioner in respect of the workman's own treatment only shall be granted to permanent workmen as follows:—

(a) The company shall reimburse to their respective workmen as aforesaid the full expenses towards such prescribed medicines and/or treatment including doctor's fees and consultation charges upto a maximum of Rs. 100/- in a calendar year.

(b) For expenditure in excess of Rs. 100/- the companies will reimburse to their respective workmen as aforesaid 90% of the medical expenses incurred; provided, however, that the total medical aid granted to a workman as aforesaid shall not exceed Rs. 150/- in any one calendar year.

The workmen under this clause shall be reimbursed on presentation of medical bills accompanied by a certificate from a registered medical practitioner whose treatment was availed of by the workman during illness.

7 NORTHERN ASSURANCE
8 EMPLOYERS LIABILITY
9 SOUTH BRITISH
10 ROYAL INSURANCE
11 LONDON & LANCASHIRE
12 LIVERPOOL & LONDON
 & GLOBE
13 CENTRAL INSURANCE
14 GUARDIAN
15 CALEDONIAN
16 HOME
17 LEGAL & GENERAL
18 PHENIX
19 ALLIANCE
20 SUN INSURANCE
21 NEW ZEALAND

Do.]

Do.

S.No.	Name of Company	
22. ATLAS		Medical aid to reimburse a workman for medicines and/
23. ROYAL EXCHANGE		or treatment prescribed by a registered medical
24. EAGLE STAR		practitioner in respect of the workmen's own treat-
25. NORWICH UNION		ment only shall be granted to permanent workmen
26. SCOTISH UNION & NATI-		as follows :—
27. MARITIME		(a) The company shall reimburse to their respective
		workmen as aforesaid the full expenses towards
		such prescribed medicines and/or treatment
		including doctor's fees and consultation charges upto a maximum of Rs. 100/- in a calendar
		year.
		(b) For expenditure in excess of Rs. 100/- the companies will reimburse to their respective workmen as aforesaid 90% of the medical expenses incurred, provided however, that the total medical aid granted to a workman as aforesaid shall not exceed Rs. 150/- in any one calendar year.
		The workmen under this clause shall be reimbursed on presentation of medical bills accompanied by a certificate from a registered medical practitioner whose treatment was availed of by the workman during illness.
28. INDIAN TRADE		<i>Medical benefits</i> : Subject to the Rules & Regulations hereinafter contained, the following medical benefits shall be extended to confirmed assistants, and confirmed members of the sub-staff including Drivers in respect of treatment commenced by them on or after 1-1-1966.
		(i) The company shall appoint a medical officer who shall be available to all employees for consultation at a specified time at the time of the company or at his consulting room.
		(ii) The Medical officer will prescribe all treatment which may be necessary and all prescriptions shall be dispensed by chemists specified by the company from time to time.
		(iii) An employee may claim reimbursement of doctor's fees and medical expenses incurred by him in respect of any treatment he may take under any Doctor other than the company's medical officer, provided :
		(a) The Company's medical officer has approved consultation of such Doctor AND
		(b) The company's prior consent in writing has been obtained and
		(c) Treatment by such other Doctor is dictated by necessity.
		(iv) On completion of treatment undergone by him the employee shall submit a claim to the company supported by all vouchers cash memos etc and the company shall reimburse the employee concerned in respect of Doctors fees as provided under item (iii) above and the cost of such mixtures injections, patent medicines, X-rays, Pathological examinations and specialists consultation fees as constitute an essential part of the medical treatment prescribed for such employees subject to an overall limit of Rs. 75/- per employees per calendar year.
		(v) every employee shall undertake such prophylactic treatment as the Company shall specify from time to time, especially when any disease is prevalent in epidemic form, and shall take all reasonable precautions to prevent illness or injury to himself/herself.

S. No.	Name of Company
--------	-----------------

- | | |
|--|---|
| | <p>(vi) The company will not entertain any claim for reimbursement consequent upon or arising out of:—</p> <p>(a) Dental treatment, testing of eyesight, cost of spectacles etc., except in so far as such items constitute an integral part of the treatment of any sickness or disease.</p> <p>(b) Insanity, Venereal Disease or any medical treatment necessitated by an employee's own rash or reckless act.</p> <p>(c) Medical treatment undertaken whilst on leave away from Headquarters unless:—</p> <p>(1) The employee is sick and undergoing treatment in a place within a radius of five miles of a Sub-Office of the company or ten miles of a Branch Office of the Company.</p> |
|--|---|

AND

- | | |
|--|---|
| | <p>(2) An express telegraphic intimation is given to the office of the company to which he is attached immediately upon commencement of the sickness or injury giving details of the ailment and the address of the employee. Furthermore, such telegraphic advice must be confirmed immediately by letter with complete details of the ailment, the name, address and qualifications of the Doctor treating the employee, and the treatment prescribed by him.</p> |
|--|---|

29. JAYABHARAT

- | | |
|--|--|
| | <p>(i) Medical aid will be available to the members of the staff only.</p> <p>(ii) There shall be a medical fund for the employees to which the company will contribute Rs. 9660/- for 1966 and Rs. 12075/- per year from 1967 onwards.</p> <p>(iii) A Committee consisting of 2 nominees of the Management and 2 representatives of the Workmen elected by the H.O. Employees' Union with the General Manager of the company as Ex-Officio Chairman of the Committee will be constituted at H.O. to manage the medical relief fund of the employees.</p> <p>(iv) All employees shall receive medical expenses upto a maximum of Rs. 60/- up to 31-12-66 & Rs. 75/- from 1-1-67 per head per year and the said payment shall be reimbursed by the Company on production of medical bills from a Registered Medical Practitioner. In case an employee not availing the full amount or part thereof the same can be accumulated upto Rs. 225/- over a period of three years. Accumulated amount in excess of Rs. 225/- will be deemed to have lapsed and the same shall be credited to the Medical Relief Fund. Medical expenses shall be paid for clinical investigations as well. Expenses incurred by an employee for prolonged illness and/or for hospitalisation, the Board of Directors of the company will consider individual applications for reimbursement.</p> <p>In case the Medical relief fund is not found adequate the same will be improved by the Management on a review of the working of scheme every year</p> |
|--|--|

30. JUPITER

: No.

S.
No. Name of Company

- | | |
|------------------------|--|
| 31. NEW INDIA | The Company shall provide FREE MEDICAL AID to all the employees. ** |
| 32. ORIENTAL | <p>(a) All the confirmed employees of the company will be allowed a cash medical benefit of Rs. 100/- per calendar year with accumulation permitted upto 3 years. The benefit of the amount can be utilised by the employee for himself, his wife, children under 18 years of age (in the case of female employees for herself, her husband, children under 18 years of age) & widowed mother mainly dependent on the employee and staying either with the employee or with the employee's wife/husband and children. Payment of the aforesaid amount shall be subject to the following conditions:</p> <p>(i) Benefit can be claimed only if the treatment is had from a Registered Medical Practitioner.</p> <p>(ii) All Medical bills shall be in the first instant be paid by the employee. He/she can, thereafter, recover the admissible amount from the company.</p> <p>(iii) The company may have the bills for treatment submitted by the employee scrutinised, if necessary.</p> <p>(iv) Medical expenses upto the admissible limit and properly incurred by the employee shall be paid by the company ordinarily on production of the bills by the employee within six weeks.</p> <p>Payment shall be made ordinarily within six weeks of the production of bills. The said bills shall be accompanied by the Certificate from the Registered Medical Practitioner whose treatment was availed of during the illness.</p> <p>(v) The pro-rata increase of Rs. 25/- for the year 1967 shall be allowed to be carried forward as accumulation only to be utilised in future</p> <p>(vi) Employees who have not put in a full year's service during any calendar year shall be entitled to the proportionate amount calculated on pro-rata basis from the 1st of the month following their date of confirmation.</p> <p>(b) In the case of prolonged and major illness of the employee himself, the company at its discretion shall consider granting financial assistance on the merits of each case.</p> |
| 33. SOUTH INDIA | The Company shall provide FREE MEDICAL AID TO ALL THE employees.** |
| 34. INDIA R/) | The benefits as per the existing Staff Hospitalisation Policy would be continued, but the Corporation will extend domiciliary treatment and consider reduction of the franchise. Any representation of the employees in this behalf will be considered. |
| 35. CONCORD OF INDIA : | <p>The following benefits will be extended to the workmen only and not to the members of his family:—</p> <p>(a) Free medical service by the office doctor at the latter's consulting room.</p> <p>(b) Free medicines and injections prescribed by the office doctor only.</p> <p>(c) Free medical service by the office doctor at the workman's residence at the discretion of the Company.</p> |

Note : If a workman falls sick at a place where the office doctor is not available, the Company may entirely at their own discretion arrange for the office doctor if practicable, to visit and prescribe medicines or may agree to meet reasonable expenses of treatment. The decision of the Management in this connection shall be final and binding.

36. ALL INDIA GENERAL : No medical aid scheme is available in the Company.

416. Out of 36 companies including the company in question, only 3 companies namely Sterling, Jupiter and All India General Insurance Co. Ltd. i.e. the company in question have no medical aid scheme for their employees. The remaining 33 companies have got medical aid scheme for their employees. There can be, therefore, no doubt that there is a trend and prevailing practice in general insurance companies to provide medical aid to their employees. There is, therefore, every justification for the employees in question to claim medical aid.

417. The learned Advocate Shri Kothari for the company contends that it is the responsibility of the State to give medical aid to the public and that it is not the responsibility of the employer to give medical aid to its employees. He further contends that this amenity cannot be claimed as a matter of right. This contention cannot be accepted.

418. The statement Ex. 15/W clearly shows that other general Insurance Companies are giving medical aid to their employees. Hence it cannot be said that the company in question is not under any obligation to give some medical aid to its employees. If the company wants that the employees should work more, it is absolutely necessary that it should give them as many amenities as are possible. It is in the interest of the Insurance Industry that this amenity should be provided to its employees.

419. The learned Advocate Shri Kothari contends that the companies mentioned in Ex. 15/W are not comparable companies and medical aid scheme prevailing in those companies cannot be taken into consideration, for considering the question whether medical aid scheme should be introduced in the company in question. I am unable to accept this contention.

420. The other companies mentioned in Ex. 15/W carry on general insurance business. The company in question is also carrying on general insurance business. Taking these facts into consideration, I am of the view that the medical aid scheme in other general insurance companies mentioned in Ex. 15/W can be taken into consideration for deciding whether the medical aid scheme should be introduced in the company in question. As majority of other companies are giving medical aid to their employees, why this company should not give medical aid to their employees.

421. The learned Advocate Shri Kothari contends that if the medical aid scheme is introduced in the company in question it will increase the financial burden on the company and the company is not in a position to bear the same. I am unable to accept this contention. I have already observed that the company can bear the financial burden of the amenities and pay scales which I am allowing.

422. The learned Advocate Shri Kothari for the company contends that there is no settled practice in general insurance industry in respect of medical aid scheme and that on account of this, the medical aid scheme be not introduced in the company in question. This contention cannot be accepted.

423. When out of 36 companies, 33 companies are having medical aid scheme for their employees; the company in question cannot say that there is no settled practice in general insurance industry regarding medical aid scheme.

424. The learned Advocate Shri Kothari for the company contends that on merit the Association's demand for medical aid is not reasonable. In any case their demand for giving medical aid to their family also is without jurisdiction and that the employees demand be rejected. This contention cannot be accepted.

425. Having regard to the medical aid schemes prevailing in various other general insurance companies and considering the arguments of both the parties and the facts and circumstances of the case, I am of the view that medical aid scheme should be introduced in this company and made applicable to their employees and their dependents.

426. The Association's demand is that all the employees shall be entitled to free medical aid to themselves and dependents and all costs of hospitalisation, medicines and Doctors' bills should be borne by the company.

427. In my opinion, the employees' demand that all costs of hospitalisation, medicines and Doctors' bills should be borne by the company appears to be excessive and unreasonable. If the company is directed to pay Rs. 75 per annum as medical expenses on production of bill for medical expenses actually incurred by the employee and his dependents subject to provision that this amount could be accumulated upto a maximum of Rs. 225, it will serve the purpose of the employee.

428. The expression employee's dependents referred to above will include, his wife and children under 18 years of age (in case of female employee for herself, her husband and children under 18 years of age) and widowed mother mainly dependent on the employee and staying either with the employee or with the employee's wife/husband or children.

429. In short considering the pleadings and arguments of both the parties, I pass the following order:—

ORDER

The Company shall introduce a medical aid scheme as mentioned below:—

All medical expenses including clinical investigations incurred by an employee or his family members i.e. his wife, children under 18 years of age (in the case of female employee for herself, her husband, children under 18 years of age) and widowed mother mainly dependent on the employee and staying either with the employee or with the employee's wife/husband or children will be reimbursed by the company on production of the bill/bills from a registered medical practitioner/practitioners and bill/bills from a registered pharmacy/pharmacies supported by a prescription from a registered medical practitioner, subject to a maximum of Rs. 75 per year with a right to accumulation upto a maximum of Rs. 225.

DEMAND NO. 18—*Gratuity*:

"An employee who ceases to be in the employment of the company for any reason whatsoever shall be paid gratuity at the rate of one month's last drawn wages multiplied by the number of years service, part of the year over six months being reckoned as one year for this purpose."

430. As regards this demand, the Association's case as made out in paras 105 to 107 of the Ex. 1/W:—

"The company under reference is having Gratuity Scheme by an Award. Details of Gratuity Schemes prevailing in the company under reference is shown in annexure 'F'. The Association submits that the scheme of gratuity should be introduced in all the offices of the company as demanded.

The existing scheme of gratuity in the company does not make adequate provision towards retiral benefits. The prices are rising very high and the purchasing power of the monetary amount is getting reduced day by day. In these circumstances it is necessary that any reasonable gratuity scheme must make adequate and proper provision for this benefit. The present trend in the region for framing the gratuity schemes is on the lines as demanded by the workmen. The Supreme Court of India in the case of Greaves & Co., V/s. their workmen while dealing with the demand for gratuity made the following observations:

"Lastly we come to the question of gratuity. The attack in this connection is on two aspects of the gratuity scheme. The first is about the fixation of 20 months as the maximum instead of 15 months, which was usual so far. The second is with respect to deduction from gratuity only to the extent of the financial loss occasioned by

misconduct in case of dismissal for misconduct. So far as the second provision is concerned it cannot be disputed but this is the usual provision that is being made in that region. So far as the increase in maximum from 15 months to 20 months, it appears, that the tribunal has relied on a number of cases in which the maximum is higher than 15 months wages. In these circumstances, considering that tribunals have now begun to give a higher ceiling, and in one concern *viz.* Mackinnon Mackenzie the ceiling has been fixed even so high as 30 months by agreement, we do not think that any interference is called for in the present case' (LLJ. 1964 Vol. I P. 342).

It is further submitted that some of the insurance companies the ceiling has been raised to 20 months on all India level. By an award of this Honourable Tribunal the ceiling of gratuity was raised in the case of Indian Mercantile Insurance Co. Ltd., to 20 months.

The above observations clearly prove that the ceiling of 20 months is now becoming a rule rather than an exception. The demand for gratuity is therefore quite reasonable and within the paying capacity of the company concerned."

431. The Company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The employees of the company are entitled to gratuity as per the Award of the Industrial Court and there is no justification for any change in the same. The present provision in regard to payment of Gratuity is as follows:—

- | | |
|--|---|
| (a) On the death of an employee whilst in the service of the company; or on his becoming physically or mentally incapable of further service. | 1 month's basic pay or salary for each year completed service, to be paid to the disabled employee or if he is dead to his heirs, executors or assigns or legal representatives with a maximum of 15 months' basic pay or salary. |
| (b) On retirement on reaching the age of superannuation after 10 years' completed service. | 1/2 month's basic pay or salary for each year of completed service with a maximum of 15 months' basic pay or salary. |
| (c) On voluntary retirement or resignation of an employee after 15 years completed service. | 1/2 month's basic pay or salary for each year of completed service with a maximum of 15 months' basic pay or salary. |
| (d) On termination of the services by the Company after 10 years completed service. | 1/2 month's basic pay or salary for each year of service, with a maximum of 15 month's pay or salary. |
| (e) Salary for the purpose of computing gratuity shall be the average of the basic pay or salary drawn during the period of twelve months prior to the occurrence of the event entitling the workmen to the payment of gratuity. | |
| (f) In the event of termination of service for misconduct resulting in financial loss to the Company the amount of the financial loss so caused shall be deducted by the Company from the amount of gratuity payable." | |

432. Shri Madan Mohan, Vice President of the Association contends that the Gratuity Scheme as demanded by the Association be allowed and the same scheme be extended to all the employees of the company throughout India.

433. The Association's case is that one month's last drawn wages (including basic pay and all types of allowances) should be treated as salary for the purposes of calculating Gratuity of an employee and not the average of the basic pay or salary drawn during the period of twelve months prior to the occurrence of the event entitling the workmen to the payment of gratuity.

434. The Association has produced a statement at Ex. 18/W showing the Gratuity Schemes prevailing in various insurance companies.

This statement is as follows —

Sl. No.	Name of Company	Gratuity Scheme
1	Jalanath	<p data-bbox="520 257 1091 322">The Scale of gratuity will be one month's salary for every year of continuous service subject to a maximum of 15 months' salary.</p> <p data-bbox="520 322 1091 384">For purpose of gratuity, the salary will be the basic monthly wages, together with 50% of the D.A. last drawn by the employee.</p> <p data-bbox="520 384 1091 534">Gratuity shall be given in the event of:—(a) Retrenchment of service; (b) Resignation on account of ill-health not due to employees' fault, (c) Retirement on attaining age of retirement or on completion of 30 years continuous service, (d) Death while in Company's employment, (e) Resignation after completion of 15 years continuous service.</p>
2	Sterling	<p data-bbox="520 566 1091 716">An employee leaving employment whether through resignation or by taking voluntary retirement, provided he does so after completion of 10 years of continuous service should be paid gratuity at the rate of one month's basic salary for each year of continuous service subject to a maximum of 15 months basic salary.</p> <p data-bbox="520 716 1091 822">An employee in the event of his death or total permanent disability while still in the service of the company gratuity equivalent to one month's basic salary for each year of continuous service subject to a maximum of 15 months basic salary.</p> <p data-bbox="520 822 1091 954">Atleast 5 years continuous service in the case of employees who are retrenched or whose service are terminated by the employer the gratuity payable to them will nevertheless be equivalent to one month's basic salary for each completed year of service subject to a maximum of 15 months' basic salary.</p>
3	British India	<p data-bbox="520 986 1091 1100">On death or permanent disability, one month's salary for each year of service subject to a maximum of 20 months' salary shall be paid to a workman or in case of his death to his heirs, executors or administrators.</p> <p data-bbox="520 1100 1091 1188">After 10 years of continuous service but before completion of 15 years of continuous service, half a month's salary for each year of service shall be paid (on resignation of a workman).</p> <p data-bbox="520 1188 1091 1277">After 15 years continuous service but before the completion of 20 years continuous service 3/4 the month's salary for each year of service shall be paid (On resignation of a workman).</p> <p data-bbox="520 1277 1091 1365">On retirement on attaining the age of 60 years or on voluntary resignation of a workman, in either case of 20 years of continuous service, 20 month's salary shall be paid.</p> <p data-bbox="520 1365 1091 1471">On retirement or attaining the age of 60 years, resignation of workman, in either but before completion of 20 years continuous service, gratuity will be paid at the rate of one month's basic salary for each year of Service.</p> <p data-bbox="520 1471 1091 1524">On termination of workman's service by the Company gratuity as under shall be paid:—</p> <p data-bbox="544 1524 1091 1585">(a) For retrenchment:—One month's salary for each completed year of service subject to a maximum of 20 months salary.</p>

Sl.
No.

Name of Company

Gratuity Scheme

(b) For termination of a workman service by the Company for any reason other than retrenchment:—

- (i) For five years service or more, but less than 10 years' service, 30% of one month salary for each completed year of service.
- (ii) For 10 years service or more, but less than 15 years of continuous service 70% of one month salary for each completed year of service.
- (iii) For 15 years continuous service or more, one month salary for each completed year of service, subject to a maximum of 20 months' salary.

In the event of dismissal of a workman, for gross misconduct involving financial loss to the company the amount of gratuity, if any payable, in terms of the above rules shall be reduced by the amount of financial loss caused to the company by the misconduct resulting in the termination of service.

The total amount of gratuity shall not exceed Rs. 35,000/-.

4 New Great

- (i) On retirement: One month's basic salary for each completed year of continuous service, subject to a maximum of 15 months' basic salary.
- (ii) In the event of permanent disability whilst in the service of the Company: One month's basic salary for each completed year of continuous service subject to a maximum of 15 months basic salary to be paid to the disabled workman or he/she is dead to his/her heirs, executors, legal representatives or assigns.
- (iii) In the event of resignation after 10 years service: 3/4 of a month's basic salary for each completed year of continuous service but not exceeding 15 months' basic salary.
- (iv) On termination of service by the company: (a) after 5 completed years of continuous service but less than 10 years service—1/2 month's basic salary for each completed year of service, (b) after 10 completed years of continuous service but less than 15 years service—3/4 of a month's basic salary for each completed year of service, (c) after 15 completed years of continuous service one month's basic salary for every completed year of service subject to a maximum of 15 months, basic salary.

In the event of dismissal of a workman for gross misconduct involving financial loss to the company, the amount of gratuity if any payable shall be reduced by the amount of financial loss caused to the company by the misconduct resulting in the termination of the service.

Hercules

- (1) On the death of an employee in the service of the company or becoming physically or mentally incapable of further service: One month's salary for each year of continuous service to be paid to the disabled employee or if he has died to his heirs or legal representative or assignees.
- (2) On voluntary retirement or resignation of employee after 15 years continuous service: Half month's salary for each year of continuous service.

Sl. No.	Name of Company	Gratuity Scheme
		(3) On termination of service by the Company: Half month's salary for each year of completed service.
		(4) In the event of voluntary retirement and termination of the service by the employers the rate of gratuity after completion of 30 years continuous service shall be at the rate of one month's basic pay for each completed year of service with a maximum of 20 months basic pay or salary.
6	Commercial Union	<p>Gratuity shall be paid to permanent members of the clerical and subordinate staff (excluding part-time or temporary employees) subject to in all cases upto a maximum of 18 months last basic salary at the following rate:—</p> <p>(i) On normal retirement on reaching the age of superannuation or at death or on permanent total incapacity at the rate of one month's last basic salary for every completed year of continuous service. The balance of uncompleted year of service in excess of six months shall be treated as one year.</p> <p>(b) On voluntary retirement or resignation from service:</p> <p>After 10 years but less than 15 years of continuous service 50% of the last basic salary for every completed year of service.</p> <p>After 15 years of continuous service 75% of the last basic salary for every completed year of service.</p> <p>(c) On termination of service by the employer, gratuity shall be paid on the following scale.</p> <p>(i) Upto & including 10 years of continuous service. 50% of the month's last basic salary for every completed year of service.</p> <p>(ii) After completing 10 years but upto & including 15 years of continuous service. 75% of one month's last basic salary for every completed year of service.</p> <p>(iii) Over 15 years of continuous service. One month's last basic salary for every completed year of service.</p> <p>NOTE: (i) No gratuity shall be paid to an employee dismissed for misconduct unless he has completed 10 years of continuous service with the company.</p> <p>(ii) In the event of dismissal of a workman for misconduct involving financial loss to the Company, the amount of gratuity, if any payable, in term of the above rules, shall be reduced by the amount of financial caused to the company by the misconduct resulting in the termination of service.</p>
7	Northern Assc.	
8	Employers Liability	
9	South British	
10	Royal Insurance	
11	London & Lancashire	
12	Liverpool & London & Globe	
13	Central Insc.	
14	Guardian	
15	Caledonian	
16	Home	
17	Legal & General	
18	Phoenix	
19	Alliance	
20	Sun Insurance	
21	New Zealand	
22	Atlas	
23	Royal Exchange	
24	Eagle Star	
25	Norwich Union	
26	Scottish Union & National Insc.	
27	Maritime	
7 28	Indian Trade	<p>1. On retirement after attaining the age of 60 years or later if an extension of service has been granted in writing): 1 month's basic salary for each completed year of continuous service subject to a maximum of 15 months basic salary.</p> <p>2. On death or permanent disability certified by the Co's Medical Officer: One month's basic salary for each completed year of continuous service subject to maximum of 15 months basic salary.</p> <p>3. On voluntary retirement or resignation after 10 years of continuous service: 3/4 of a month's basic salary for each completed year of continuous service subject to a maximum of 15 months' basic salary.</p>

Sl
No.

Name of Company

Gratuity Scheme

		4. <i>On termination of service by the Company</i>	
		(a) Upto 10 completed years of continuous service	Half a month's basic salary for each completed year of continuous service.
		(b) Over 10 completed years of continuous service	3/4 of a month's basic salary for each completed year of continuous service subject to a maximum of 15 months' basic salary.
29	Jayabharat	On retirement or on death or on total & permanent disability: One month's basic salary for each year of service. On resignation from service or voluntary retirement After 15 years of service 1/2 month's basic pay. On termination of service: 1/2 month's basic salary. MAXIMUM: 15 month's salary or Rs. 30,000/- whichever is less.	
30	Jupiter	A permanent employee who has been in continuous service of the company will be eligible for the gratuity benefits. He or she, as the case may be, his or her nominee or nominees, or if no nomination is made or is subsisting, his or her legal heirs shall be paid by the company, gratuity on the scale and conditions stated below:—	
		(i) (a) Retirement on completion of age 60.	Appropriate percentage of one month's terminal basic pay for each year of service subject to a maximum of appropriate percentage of 15 months pay.
		(b) Retirement on grounds of health (continuous illness or accident) after ten years of service.	
		(c) Death whilst in service.	
		(ii) (a) Retirement (on grounds other than medical)	(i) Before completion of 15 years of service—Nil.
		(b) Resignation	(ii) After completion of 15 years of service: Appropriate percentage of 1/2 month's terminal basic pay for each year of service.
			(iii) After completion of 20 years of service: Appropriate percentage of one month's terminal basic pay for each year of service subject to a maximum of appropriate percentage of 15 months' pay.
		(iii) Retrenchment or discharge from service of the company for causes other than fraud.	Appropriate percentage of terminal basic pay as may be regulated by law for the time being in force.

Sl. No.	Name of Company	Gratuity Scheme
31	New India	On retirement or on death or on total and permanent disability: One month's basic pay per each year. On resignation from service or voluntary retirement: After 15 years of service—1/2 month's basic pay. On termination of service: 1 2 month's basic salary. MAXIMUM: 20 months salary or Rs. 30,000/- whichever is less.
32	Oriental	<i>Gratuity</i> The company's scheme of gratuity shall continue, subject to the following revision:— (1) Salary for the purpose of gratuity shall be 100% of the terminal basic salary. (2) Computation: (a) For the period of service upto 15 years, computation on the basis of one month's terminal basic salary for each completed year of continuous service. (b) For the period of service in excess of 15 years, at the rate of 1/2 month's terminal basic salary for each completed year of continuous service. Subject to a maximum of 20 months basic salary or Rs. 30,000/- in all whichever is less for the entire period of service.
33	South India	(i) On retirement, death or total & permanent disability. One month's basic salary for each year of service. Maximum 15 months' basic salary not exceeding Rs. 30,000/- (ii) On voluntary retirement or resignation after 15 years of service. Half month's salary for each year of continuous service, subject to a maximum of 15 months, not exceeding Rs. 30,000/-. (iii) On termination of service or retrenchment by the Company. Half a month's salary for each year of completed service, subject to 15 months' basic salary not exceeding Rs. 30,000/-.
<i>Additional Gratuity</i>		
Employees who have put in more than 30 years of service, will be paid an Additional gratuity at the rate of half month's basic for each year of service over 30 years, subject to a maximum of 5 months' basic salary or Rs. 5,000/-, whichever is less.		
34	India R/I	(A) Retirement On retirement on or after attaining the age for retirement viz. on completing the sixtieth year of age or such other retiring age as the Corporation may from time to time fix, one month's salary for each year of continuous service with a ceiling of 15 month's salary.

Sl. No.,	Name of Company	Gratuity Scheme
		<p>(B) <i>Death or Disability</i></p> <p>(i) <i>On Death</i> : One month's salary for each year of continuous service will be paid to the heirs, legal representatives, assigns or nominees, subject to a maximum of 15 month's salary.</p> <p>(ii) <i>On permanent disability</i> : One month's salary for each year of continuous service will be paid, subject to a maximum of 15 month's salary, provided the Corporation is satisfied about the permanent disability.</p> <p>(C) <i>Voluntary Retirement or Resignation</i> After 15 years of service, half a month's salary for each year of continuous service.</p> <p>(D) <i>Termination of Service or Retrenchment by the Corporation</i> Half a month's salary for each year of continuous service.</p> <p>Gratuity when not payable In the event of termination of service because of mis-conduct resulting in financial loss to the Corporation, the amount of gratuity shall be reduced by the amount of financial loss so caused.</p> <p><i>Maximum Amount of Gratuity</i> The gratuity shall in no case, exceed Rs. 30,000/- or 15 months' salary whichever is lower.</p>

- 35 Concord of India
- (a) On the death or physical or mental disablement of a workman while in the service of the company, one month's basic salary for each completed year of service, subject to a maximum of 20 month's basic salary will be paid to his heirs or legal representatives or assigns or nominee or to him if he is alive and of sound mind.
 - (b) On normal retirement, one month's basic salary for each year of completed service subject to a maximum of 20 months' basic salary.
 - (c) On voluntary retirement, with the consent of the company, or on resignation after 10 years of service with the company, half a month's basic salary for each year of completed service, subject to a maximum of 20 months' basic salary.
 - (d) On termination of service by the company, one month's basic salary for each completed year of service subject to a maximum of 20 months' basic salary.

Sl. No.	Name of Company	Gratuity Scheme
36	All India General	On retirement or on death or on total & permanent disability: 1 month's basic salary for each year of completed service. On resignation from service or voluntary retirement: Half month's basic salary for each year of completed Service. On termination of service: Half month's basic salary for each year of completed service. <i>Maximum: 15 months.</i>

Extract of the award given by the Hon'ble Presiding Officer Late Shri Salim Merchant under Ref. No. GIT-13 of 1962 published in the Gazette of India Part II, Section 3(ii) on Page No. 1094 and 1095".

435. There is not a single Insurance Company which is treating one month's last drawn wages i.e. terminal pay including all allowances, as salary for the purposes of calculating gratuity. Hence the demand made by the Association in this respect does not appear to be fair, just and reasonable. It is not supported by any prevailing practice or trend in the Insurance Companies. The demand cannot, therefore, be accepted.

436. In the existing scheme of gratuity, salary for the purpose of calculating gratuity shall be the average of the basic pay or salary drawn during the period of twelve months prior to the occurrence of the event entitling the workmen to the payment of gratuity. This method of computing salary for the purpose of gratuity is causing hardship to the employees. It deserves to be liberalised.

437. Excepting the company in question, there is no other Insurance Company which takes average of the basic pay or salary drawn during the period of twelve months prior to the occurrence of the event entitling the workmen to the payment of gratuity, for the purpose of computing gratuity. The prevailing trend in the Insurance Companies is to treat terminal basic salary exclusive of Dearness Allowance as salary for the purpose of computing gratuity. Taking this trend and prevailing practice in the Insurance Companies into consideration, I am of the view that the existing clause (e) in the gratuity scheme should be modified by stating that 'salary for the purpose of computing gratuity shall be terminal basic salary exclusive of all allowances of an employee'.

438. Under the existing gratuity scheme in the company, in question, the maximum gratuity which can be paid to an employee is 15 months' basic pay or salary.

439. The Association's demand is that there should be no limit on this payment and that the employee who ceases to be in the employment of the company for any reason whatsoever should be paid gratuity at the rate of one month's last drawn wages multiplied by the number of years of service. In short, what the Association wants to say is that if an employee put in 40 years service before leaving the company, he should be paid gratuity at the rate of one month's last drawn wages multiplied by 40. This demand of the Association is not fair and just. It is not supported by any prevailing practice or trend in the General Insurance Industry. Hence this demand cannot be accepted.

440. In the existing gratuity scheme in the company in question the maximum gratuity payable to an employee is 15 months' basic pay or salary. As the cost of living has gone very high and as the gratuity is a retiral benefit it should be in proportion to the cost of living. I am, therefore, of the view that this limit of 15 months basic pay or salary for allowing maximum gratuity should be enhanced.

441. In reference No. CGIT-9 of 1964 (Employers in relation to Hercules Insurance Company Ltd., Bombay and their workmen) published in the Gazette of India, dated 17th July, 1965 Part II Section 3(ii), page 2442, Shri Salim Merchant, Presiding Officer, Central Government Industrial Tribunal Bombay has observed as follows in para. 51:—

"I am satisfied that the general trend in Bombay, as noticed by the Hon'ble Supreme Court in its decision in Greaves Cotton & Company's case

is to increase the maximum of the amount of gratuity payable and to raise it to 20 months basic pay and that the general insurance companies are also now beginning to follow that trend. I feel that there is force in the Union's plea that at the present high cost of living the ceiling of gratuity needs to be increased if it is to serve fully the purpose of a retiral benefit on which the workmen can fall back in their old age for some little source of income. I would, therefore, direct that in the events of voluntary retirement and termination of the service by the employers the rate of gratuity after completion of 30 years continuous service shall be at the rate of one month's basic pay for each completed year of service with a maximum of 20 months' basic pay or salary. The gratuity to be calculated on the basis of the pay or salary drawn on the date of occurrence of the event entitling the workmen to payment of gratuity and as fixed by the Scheme of Gratuity awarded by me in my last Award...."

422. By agreement (Reference No. CGIT-2/25 of 1968) between the Association and the British India General Insurance Co. Ltd. and the Zenith Assurance Co. Ltd., the maximum amount of Gratuity payable to an employee is fixed as 20 months' basic salary last drawn exclusive of Dearness Allowance, other allowances and all other perquisites.

443. In reference No. CGIT-2/13 of 1968 I have given award on 20th November, 1969 as mentioned below:—

"On compulsory retirement or termination or discharge or on his resignation due to permanent disability or in case of death, gratuity will be paid to a permanent employee or his heirs or assignees as the case may be at the rate of one month's basic salary for every completed year of service subject to maximum of 20 months' basic salary to which the employee was entitled on the dated of occurrence of the event entitling the employee for the payment of gratuity."

444. The Supreme Court of India in the case of Greaves & Co. V/s their workmen while dealing with the demand for gratuity made the following observations:—

"Lastly we come to the question of gratuity. The attack in this connection is on two aspects of the gratuity scheme. The first is about the fixation of 20 months as the maximum instead of 15 months, which was usual so far. The second is with respect to deduction from gratuity only to the extent of the financial loss occasioned by misconduct in case of dismissal for misconduct. So far as the second provision is concerned it cannot be disputed that this is the usual provision that is being made in that region. So far as the increase in the maximum from 15 months to 20 months is concerned, it appears, that the tribunal has relied on a number of cases in which the maximum is higher than 15 months wages. In these circumstances, considering that tribunals have now begun to give a higher ceiling, and in one concern viz. Mackinnon Mackenzie the ceiling has been fixed even so high as 30 months by agreement, we do not think that any interference is called for in the present case." (LLJ 1964 Vol. I P. 342).

445. Out of 36 companies including the company in question mentioned in Ex. 16/W, 5 companies namely, British India, Hercules, New India, Oriental and Concord of India allow maximum gratuity of 20 months' basic salary. 22 companies mentioned at S. No. 6 to 27 of the Ex. 16/W referred to above allow maximum gratuity of 18 months' last basic salary. The remaining companies allow maximum gratuity of 15 months' basic salary. It is, therefore, clear that there is a trend in general insurance industry to allow maximum gratuity varying from 15 to 20 months.

446. In short, considering the trend in the General Insurance Industry, the ruling of the Supreme Court referred to above and the high cost of living, I am of the view that the maximum gratuity which should be paid to an employee of the company in question should be 20 months' terminal basic salary and not 15 months' basic salary as allowed at present.

447. In view of this finding, the words 'with a maximum of 15 months' basic pay or salary' appearing in the gratuity scheme in force will have to be modified by substituting the new clause 'with a maximum of 20 months' basic pay or salary'.

448. In the existing scheme an employee becomes entitled to get gratuity from the company on termination of his service after 10 years completed service [clause (d)].

449. The Association's case is that there should be no limit regarding period of service for entitlement of gratuity.

450. It appears from the statement Ex. 16/W referred to above that majority of the companies are giving gratuity to their employees on termination of their service by the companies, even though the employees have not completed 10 years service. If the payment of gratuity on termination of service by the company is made dependable on completion of 10 years service, it will cause great injustice and hardship to the employees concerned. It is likely that the company might mis-use the provision and terminate the service of the employees concerned before completion of 10 years service, with a view to avoid payment of gratuity. It, therefore, appears to me that the Association's demand for allowing gratuity to the employees on termination of their service without requiring the employees concerned to put in a prescribed period of service deserves to be considered, taking into consideration the prevailing practice in majority of the insurance companies referred to above. I, therefore, direct that clause (d) in the existing gratuity scheme be modified by deleting the words 'after 10 years completed service'.

451. In the existing gratuity scheme of the company, an employee becomes entitled to gratuity on voluntary retirement or resignation of an employee after 15 years completed service.

452. From the demand, the Association's case appears to be that the words after 15 years completed service appearing in clause (c) of the existing gratuity scheme of the company should be deleted. What the Association wants to say is that in case of voluntary retirement or resignation of an employee he should become eligible for getting gratuity without requiring to put in any specific period of service. This demand does not appear to be just, fair and reasonable. If such demand is conceded it will amount to encouraging the employees to change companies from time to time to earn gratuity.

453. It appears from the statement Ex. 16/W that 27 companies give gratuity to their employees on voluntary retirement or resignation after completion of 10 years service. 8 companies give gratuity to their employees on voluntary retirement or resignation after completion of 15 years service and one company has not prescribed any period for the payment of gratuity.

454. Considering the trend and the prevailing practice in the Insurance companies mentioned in Ex. 16/W, I am of the view that the Association's demand that employees should not be required to put in a particular period of service for earning gratuity on voluntary retirement or resignation cannot be accepted. It, however, appears that as majority of the companies are allowing gratuity on voluntary retirement or resignation after completion of 10 years service, clause (c) in the existing gratuity scheme of the company should be modified by substituting 10 years in place of 15 years.

455. In the existing gratuity scheme, an employee is given gratuity on retirement on reaching the age of superannuation after 10 years' completed service.

456. The Association's demand is that an employee should be allowed gratuity on retirement on reaching the age of superannuation without requiring to put in a particular period of service.

457. Majority of the companies referred to in Ex. 16/W allow gratuity to their employees on retirement on reaching the age of superannuation without any condition about the number of years of service. They have not prescribed any particular period for entitling an employee to earn gratuity on retirement on reaching the age of superannuation. Considering the prevailing practice and the trend in the Insurance companies referred to above, the Association's demand that employees should be allowed gratuity on retirement on reaching the age of superannuation without requiring to put in a particular period of service appears to be just and reasonable. I accept the same.

458. In view of this, clause (b) in the existing gratuity scheme of the company will have to be modified by deleting the words 'after 10 years completed service'.

459. In the existing scheme of gratuity of the company on retirement on reaching the age of superannuation, gratuity is allowed at the rate of $\frac{1}{4}$ month's basic pay or salary for each year of completed service.

460. The Association's demand is that gratuity should be allowed at the rate of one month's total emoluments.

461. From the statement at Ex. 16/W it is crystal clear that majority of the companies allow gratuity on retirement on reaching the age of superannuation at the rate of one month's basic pay. Considering this trend and prevailing practice in the insurance companies, I am of the opinion that in case of retirement on reaching the age of superannuation, the employees should be allowed gratuity at the rate of one month's basic pay or salary.

462. In the existing gratuity scheme of the company, gratuity is allowed at the rate of $\frac{1}{4}$ month's basic pay or salary for every completed year of service on voluntary retirement or resignation of an employee.

463. The Association wants that this rate of gratuity should be one month's total emoluments for every completed year of service.

464. From the statement at Ex. 16/W referred to above, it appears that majority of the companies are allowing gratuity at the rate of $\frac{1}{4}$ month's basic pay or salary for such completed year of service on voluntary retirement or resignation. In view of this particular trend and prevailing practice in the insurance companies I am of the opinion that the present rate of allowing $\frac{1}{4}$ month's basic pay or salary for each year of completed service to the employees in question on voluntary retirement or resignation should continue. I, therefore, find no reason to increase this rate of gratuity.

465. In the existing scheme of gratuity of the company the employees are given gratuity at the rate of $\frac{1}{4}$ month's basic salary or pay for each year of service on termination of service by the company. The Association's demand is that they should be allowed gratuity at the rate of one month's total emoluments in case of termination of service by the company.

466. It appears from Ex. 16/W referred to above that there is no uniformity in the rate of gratuity allowed in such cases.

467. Termination of service of an employee is in the hands of the management. If the management terminates the services of an employee few months before he reaches the retirement age, the employee concerned may get gratuity at the rate of $\frac{1}{4}$ month's basic pay or salary for every completed year of service according to the existing scheme. This will cause great hardship to such an employee, in as much as this rate of gratuity does not make adequate provision towards retiral benefits. Prices are rising every day and purchasing power of the monetary amount is getting reduced day by day. In these circumstances it will not be reasonable to allow gratuity on termination of service at the rate of $\frac{1}{4}$ month's basic pay or salary for every completed year of service. In my opinion this rate should be increased to one month's basic pay or salary. I, therefore, think that gratuity should be allowed at the rate of one month's basic pay or salary for every completed year of service on termination of service by the company.

468. The Association's case is that for the purposes of calculating gratuity, part of the year over 6 months should be considered as one year for this purpose. There is much justification in this demand. This demand is quite fair and reasonable. I, therefore, accept the demand.

469. In reference No. CCIT-13 of 1962, the Presiding Officer Shri Salim Merchant gave award framing the existing scheme of gratuity of the company. He has specifically mentioned in his award that the scheme of gratuity awarded would be applicable only to the workmen in the service of company in its head office at Bombay on or after the date the scheme of gratuity would come into force. It is, therefore, clear that the existing scheme of gratuity applies only to the employees of the company working in its Head Office in Bombay and not other employees working all over India.

470. The Association contends that the gratuity scheme which this Tribunal would give should be made applicable to all its employees working throughout India.

471. From the Memorandum of Settlement, annexure 'D' to Ex. 1/W, it is clear that the charter of demands was submitted by the Association on behalf of the employees employed in the All India General Insurance Co. Ltd. throughout India.

This Award would, therefore, apply to all the employees of the company throughout India.

472. As the gratuity scheme is already made applicable to the employees of the company working in its head office in Bombay, there is no reason as to why it should not be made applicable to the employees of the company throughout India. If the scheme is not applied to other employees working under the same company in other branches all over India, it would amount to discrimination. I, therefore, accept the demand of the Association. The gratuity scheme which I am giving should be applied to all the employees of the company throughout India.

473. The learned Advocate Shri Kothari contends that statement Ex. 16/W should not be relied upon because the companies mentioned therein are not comparable with the company in question and that these companies do not constitute a prevailing practice in the industry. He further contends that there is no uniformity in the gratuity schemes prevailing in various companies. Each Scheme is the result of the circumstances of the company. I am unable to accept this contention.

474. Ex. 16/W relates to 35 companies in addition to the company in question. In my opinion, Ex. 16/W contains details regarding sufficient number of companies and these companies can be relied upon for finding out as to whether there is any prevailing practice in respect of gratuity scheme. I am, therefore, of the view that various companies mentioned in Ex. 16/W can be taken into consideration for finding out as to whether there is prevailing practice or trend in the Insurance Industry in respect of gratuity scheme, allowed to the employees concerned.

475. Gratuity scheme is already existing in the company in question, in respect of Bombay Office. The Association wants that the gratuity scheme should be made applicable to all the employees of the company throughout India and that the existing scheme be modified as demanded by it.

476. It is contended that if the existing scheme is modified, there will be financial burden on the company which it would not be in a position to bear.

477. The contention regarding financial burden was raised before Shri Merchant in reference No. CGIT-13 of 1962. He has considered the contention of the company in his judgement. He has ultimately observed as follows:—

"I have given careful consideration to the submissions of the union and the management on the question of the financial stability of the company and I am satisfied that by and large the concern is now in a financially stable condition and that it can, as has been stated by its Chairman Shri Ramand Anandlal Podar, at the last annual general meeting of the shareholders held on 25th February, 1962, look forward to a more prosperous future. In my opinion, as in the case of the D.C.M. Chemical Works (1962 I LLJ at p. 370) the chances of the management on the question of the financial stability of the company, satisfied that the company has the necessary financial stability to grant its workmen the benefits of a scheme of gratuity."

478. Against this decision of Shri Merchant, the management had tried to prefer appeal to the Supreme Court but the same was rejected.

479. I have already considered the financial position of the company as mentioned above, I am satisfied from the material before me that the financial position of the company is sound and that it is in a position to bear the burden of gratuity scheme and other benefits which I am allowing.

480. In the end I pass the following order:—

ORDER

The following Gratuity Scheme is directed to be made applicable to all employees of the Company all over India:

- (a) On the death of an employee whilst in the service of the company or on his becoming physically or mentally incapable of further service.

One month's terminal basic pay or salary for each year of completed service, to be paid to the disabled employee or if he has died to his heirs, executors or assignees or legal representatives with a maximum of 20 months' basic pay or salary.

- (b) On retirement on reaching the age of superannuation. One month's basic pay or salary for each year of completed service with a maximum of 20 months' basic pay or salary.
- (c) On voluntary retirement or resignation of an employee after 10 years' completed service. 12 month's basic pay or salary for each year of completed service with a maximum of 20 months' basic pay or salary.
- (d) On termination of services by the company. One month's basic pay or salary for each completed year of service with a maximum of 20 months' pay or salary.
- (e) Salary for the purpose of computing gratuity shall be terminal basic pay or salary prior to the occurrence of the event entitling the workmen to the payment of gratuity.
- (f) In the event of termination of service for misconduct resulting in financial loss to the company the amount of the financial loss so caused shall be deducted by the company from the amount of gratuity payable.

NOTE.—For the purpose of computing gratuity a period exceeding 6 months' service will be treated as completed year.

DEMAND NO. 19—Working Hours.

THE WORKING HOURS FOR EMPLOYEES IN GRADES C, D, E & F SHALL BE 33 HOURS A WEEK AND 35 HOURS FOR EMPLOYEES IN GRADES A & B WITH A RECESS OF 60 MINUTES FROM 1.00 P.M. TO 2.00 P.M. THE COMPANY SHALL BE OBSERVED 5 DAYS' WEEK *i.e.* FROM MONDAY TO FRIDAY.

481. As regarding this demand, the Association's case as made out in para 103 of the Ex. 1/W is as follows:—

"The existing working hours in the company under reference at Bombay are 6½ hours on week days and 4 hours on Saturdays making a total week of 36½ hours and the members of the Sub-staff are required to work for 6 hours more every week. The actual spread over vary from office to office. The Association, therefore, submits that the working hours for employees in Grades C, D, E & F shall be 25 hours a week and 36 hours for employees in Grades A & B. A grace time of 15 minutes shall be allowed before they are marked late. The company shall be observed 5 days' week *i.e.* from Monday to Friday."

482. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"There can be no justification for production of the present working hours"

483. The learned Advocate Shri Kothari for the company contends that these are the days when we require more working hours, that there is a trend to increase the working hours rather than reducing the same and that the existing working hours are less than those under the Bombay Shops and Establishments Act. He further submits that the workers demand for reducing the working hours from 36½ hours per week to 33 hours for clerical staff and from 42 hours to 35 hours per week for sub-staff is not fair and reasonable and that the same be rejected.

484. Shri Madan Mohan, Vice President of the Association contends that there is no other company in which the working hours of the sub-staff are 42 hours per week and that working hours of the clerical staff and sub-staff be reduced as

demand. In support of this contention he relies on the chart at Ex 19/W That chart is as follows:--

Sl. No.	Name of Company	Working hours	Lunch hours	Total hours in a day	Total hours in a week	Remarks
1	2	3	4	5	6	7
1.	Jalanath	Clerical 10.30 A.M. to 5.30 P.M. Saturday 10.30 A.M. to 2.00 P.M. Sub-Staff 10.15 A.M. to 5.45 P.M. Saturday 10.15 A.M. to 2.15 A.M.	1 1/2 hour Nil Half an hour Nil	6-1/2 hrs. 3-1/2 hrs. 7 hrs. 4 hrs.	36 hrs. 39 hrs.	6 days a week Do.
2.	Sterling	Clerical 10.00 A.M. to 5.30 A.M. Saturday 10.00 A.M. to 1.30 P.M. Sub-Staff 9.30 A.M. to 6.00 P.M. Saturday 9.30 A.M. to 2.00 P.M.	One hour Nil One hour Nil	6-1/2 hrs. 3-1/2 hrs. 7-1/2 hrs. 4-1/2 hrs.	36 hrs. 42 hrs.	6 days a week Do.
3.	British India	Clerical 9.30 A.M. to 5.00 P.M. Saturday 9.30 A.M. to 1.00 P.M. Sub-Staff 9.00 A.M. to 5.30 P.M. Saturday 9.00 A.M. to 1.30 P.M.	1 hour Nil 1 hour Nil	6-1/2 hrs. 3-1/2 hrs. 7-1/2 hrs. 4-1/2 hrs.	36 hrs. 42 hrs.	Do. Do.
4.	New Great	Clerical 10.30 A.M. to 5.30 P.M. Saturday 10.30 A.M. to 1.30 P.M. Sub-Staff 10.00 A.M. to 6.00 P.M. Saturday 10.00 A.M. to 2.00 P.M.	1 hour Nil 1 hour Nil	6 hrs. 3 hrs. 7 hrs. 4 hrs.	33 hrs. 39 hrs.	Do. 6 days a week.
5.	Hercules	Clerical 10.00 A.M. to 6.00 P.M. Sub-Staff 9.45 A.M. to 6.15 P.M.	45 mts. 45 mts.	7 hrs. 15 mts. 7 hrs. 45 mts.	36 hrs. 15 mts. 38 hrs. 45 mts.	5 days week. Do.

1	2	3	4	5	6	7
6.	Commercial Union.	Clerical	5:20 A.M. to 5:36 P.M.	1 hour	7 hrs. 6 mts.	35-1/2 hrs. Do.
7.	Northern Assec.	Sub-Staff	9:30 A.M. to 5:36 P.M.	Do.	Do.	Do.
8.	Employers Liability					
9.	South British	Clerical	10:00 A.M. to 5:15 P.M.	Do.	6-1/4 hrs.	34-1/4 hrs. 6 days a week.
		Saturday	10:00 A.M. to 1:00 P.M.	Nil	3 hrs.	
		Sub-Staff	9:45 A.M. to 5:30 P.M.	1 hour	6-3/4 hrs.	37-1/4 hrs. Do.
		Saturday	9:45 A.M. to 1:15 P.M.	Nil	3-1/2 hrs.	
10.	Royal Insec.	Clerical	10:00 A.M. to 5:15 P.M.	1 hour	6-1/4 hrs.	34-3/4 hrs. Do.
11.	Lancashire					
12.	Liverpool & London & Globe	Saturday	10:00 A.M. to 1:30 P.M.	Nil	3-1/2 hrs.	
13.	Central Insec.	Sub-Staff	9:30 A.M. to 5:45 P.M.	1 hour	7-1/4 hrs.	40-1/2 hrs. Do.
		Saturday	9:30 A.M. to 1:45 P.M.	Nil	4-1/4 hrs.	
<i>Clerical</i>						
14.	Guardian	Monday/Thursday/	9:45 A.M. to 5:45 P.M.	50 mts.	7 hrs. 10 mts.	35 hrs. 55 mts. 5 days a week.
15.	Caledonian		9:45 A.M. to 5:50 P.M.	Do.	7 hrs. 15 mts.	
		Sub-Staff	9:15 A.M. to 6:15 P.M.	38 mts.	8 hrs. 22 mts.	41 hrs. 55 mts. Do.
		Monday/Thursday				
		Friday	9:15 A.M. to 6:20 P.M.	Do.	8 hrs. 27 mts.	
16.	Home	Clerical	10:00 A.M. to 5:30 P.M.	1 hour	6-1/2 hrs.	36 hrs. 6 days a week.
		Saturday	10:00 A.M. to 1:30 P.M.	Nil	3-1/2 hrs.	
		Sub-Staff	9:30 A.M. to 6:00 P.M.	1 hour	7-1/2 hrs.	42 hrs. 6 days a week.
		Saturday	3:30 A.M. to 2:00 P.M.	Nil	4-1/2 hrs.	

1	2		3	4	5	6	7
17	Legal & Genl.	Clerical	10.00 A.M. to 1.00 P.M.	1 hour	6-1/2 hrs.	35-1/2 hrs.	6 days a week
18	Phoenix	Saturday	10.00 A.M. to 1.00 P.M.	Nil	3 hrs.		
		Sub-Staff	9.30 A.M. to 6.00 P.M.	1 hour	7-1/2 hrs.	41-1/2 hrs.	Do
		Saturday	9.30 A.M. to 1.30 P.M.	Nil	4 hrs.		
19	Alhance	Clerical	10.00 A.M. to 1.30 P.M.	1 hour	6-1/2 hrs.	36 hrs.	
20	Sun Insee	Saturday	10.00 A.M. to 1.30 P.M.	Nil	3-1/2 hrs.		
		Sub-Staff	9.30 A.M. to 6.00 P.M.	1 hour	7-1/2 hrs.	42 hrs.	
		Saturday	9.30 A.M. to 2.00 P.M.	Nil	1-1/2 hrs.		
21	New Zealand	Clerical	10.00 A.M. to 5.30 P.M.	1 hour	6-1/2 hrs.	35 hrs. 45 mts.	Do
		Saturday	10.00 A.M. to 1.15 P.M.	Nil	1/4 hrs.		
		Sub-Staff	9.30 A.M. to 5.45 P.M.	1 hour	7-3/4 hrs.	40 hrs. 15 mts.	Do.
		Saturday	9.30 A.M. to 1.30 P.M.	Nil	4 hrs.		
22	Atlas	Clerical	9.15 A.M. to 1.00 P.M.	50 mt	7 hrs. 26 mts.	37 hrs. 10 mts.	5 days a week.
23	Royal Exchange	Sub-Staff	8.45 A.M. to 6.11 P.M.	Nil	8 hrs. 26 mts.	42 hrs. 10 mts.	Do.
24	Eagle Star	Clerical	9.30 A.M. to 5.00 P.M.	1 hour	6-1/2 hrs.	35 hrs. 30 mts.	6 days a week.
		Saturday	9.30 A.M. to 12.30 P.M.	Nil	3 hrs.		
		Sub-Staff	9.00 A.M. to 5.15 P.M.	1 hour	7-1/4 hrs.	40 hrs.	Do.
		Saturday	9.00 A.M. to 12.45 P.M.	Nil	3-3/4 hrs.		
25	Norwich Union	Clerical	9.30 A.M. to 5.00 P.M.	1 hour	6-1/2 hrs.	35 hrs. 30 mts.	6 days a week.
26	Scottish Union & National Insee.	Saturday	9.30 A.M. to 12.30 P.M.	Nil	3 hrs.		
27	Maritime	Sub-Staff	9.00 A.M. to 5.15 P.M.	1 hour	7-1/2 hrs.	40 hrs.	Do
		Saturday	9.00 A.M. to 12.45 P.M.	Nil	3-3/4 hrs.		

1	2	3	4	5	6	7
28	Indian Trade	Clerical	10.00 A.M. to 6.00 P.M.	1 hour	7 hrs.	35 hrs. 5 days a week.
		Sub-Staff	9.30 A.M. to 6.15 P.M.	1 hour	7-3/4 hrs.	38-3/4 hrs. Do.
29	Jayabharat	Clerical	10.00 A.M. to 5.30 P.M.	1 hour	6-1/2 hrs.	35-1/2 hrs. 6 days a week.
		Saturday	10.30 A.M. to 1.30 P.M.	Nil	3 hrs.	
		Sub-Staff	9.30 A.M. to 6.00 P.M.	1 hour	7-1/2 hrs.	42 hrs. Do.
		Saturday	9.30 A.M. to 2.00 P.M.	Nil	4-1/2 hrs.	
30	Jupiter	Clerical	10.30 A.M. to 5.30 P.M.	1 hour	6 hrs.	33-1/2 hrs. Do.
		Saturday	10.30 A.M. to 2.00 P.M.	Nil	3-1/2 hrs.	
		Sub-Staff	10.00 A.M. to 6.00 P.M.	1 hour	7 hrs.	39-1/2 hrs. Do.
		Saturday	10.00 A.M. to 2.30 P.M.	Nil	4-1/2 hrs.	
31	New India	Clerical	10.00 A.M. to 6.00 P.M.	45 mts.	7-1/4 hrs.	36-3/4 hrs. 5 days a week.
		Sub-Staff	9.30 A.M. to 6.00 P.M.	45 mts.	7-1/4 hrs.	38-3/4 hrs. Do.
32	Oriental	Clerical	10.00 A.M. to 5.15 P.M.	1 hour	6-1/4 hrs.	34-1/2 hrs. 6 days a week.
		Saturday	10.00 A.M. to 1.15 P.M.	Nil	3-1/4 hrs.	
		Sub-Staff	9.30 A.M. to 5.45 P.M.	1 hour	7-1/4 hrs.	40-1/2 hrs. Do.
		Saturday	9.30 A.M. to 1.45 P.M.	Nil	4-1/4 hrs.	
33	South India	Clerical	10.00 A.M. to 6.00 P.M.	45 mts.	7-1/4 hrs.	36-1/4 hrs. 5 days a week.
		Sub-Staff	9.45 A.M. to 6.15 P.M.	Do.	7-3/4 hrs.	38-3/4 hrs. Do.
34	India R/T	Clerical	10.15 A.M. to 5.30 P.M.	45 mts.	6-1/2 hrs.	36 hrs. 6 day a week.
		Saturday	10.15 A.M. to 2.15 P.M.	30 mts.	3-1/2 hrs.	
		Sub-Staff	9.45 A.M. to 6.00 P.M.	45 mts.	7-1/2 hrs.	42 hrs. Do.
		Saturday	9.45 A.M. to 2.45 P.M.	30 mts.	4-1/2 hrs.	

1	2	3	4	5	6	7
35	Concord	Clerical	10.00 A.M. to 5.30 P.M.	1 hour	6-1/2 hrs. 36 hrs.	6 days a week
		Saturday	10.00 A.M. to 1.30 P.M.	Nil	3-1/2 hrs.	
		Sub-Staff	9.30 A.M. to 6.00 P.M.	1 hour	7-1/2 hrs. 41-1/2 hrs.	Do.
		Saturday	9.30 A.M. to 1.30 P.M.	Nil	4 hrs.	
36	Ali India General	Clerical	10.00 A.M. to 5.30 P.M.	1 hour	6-1/2 hrs. 36-1/2 hrs.	Do.
		Saturday	10.00 A.M. to 2.00 P.M.	Nil	4 hrs.	
		Sub-Staff	9.30 A.M. to 6.00 P.M.	1 hour	7-1/2 hrs. 42 hrs.	Do.
		Saturday	9.30 A.M. to 2.30 P.M.	Nil	5 hrs.	

485. Shri Madan Mohan's contention that there is no other company in which the working hours of the sub-staff per week are 42 hours is not supported by any documentary evidence on record. On the other hand, the statement at Ex. 19/W relied upon by him goes against him. This statement shows that there are 6 other companies in addition to the company in question in which the working hours of the sub-staff per week are 42 hours.

486. The Association contends that the existing working hours in the company be reduced from 36½ hours to 33 hours in respect of clerical staff and from 42 hours to 36 hours in respect of sub-staff. In support of this demand it relies on the statement showing the working hours in difference companies produced at Ex. 19/W, referred to above. It also contends that there is a trend in commercial offices regarding 5 days a week being introduced gradually and working hours being reduced.

487. On going through the statement Ex. 19/W referred to above, it is crystal clear that there is 5 days a week in respect of 12 companies. Total working hours per week in respect of clerical staff vary from 35 hours to 37 hours in respect of subordinate staff 35½ hours to 42 hours. It means that their daily working hours are more than 7 hours for clerical staff and more than 8 hours for sub-staff. In the present case the Association wants to reduce the weekly hours of work of clerical staff from 36½ hours to 33 hours and of sub-staff from 42 to 36 hours per week on the ground that there is a trend in commercial offices where 5 days a week is being introduced and their working hours are being reduced. In the companies where there are 5 days a week, their working hours per week are somewhat the same as the companies having 6 days a week. On this analogy, the Association cannot say that the present weekly working hours should be reduced as desired by it. There is no justification, for the Association's demand for reducing the weekly working hours. If the working hours are reduced there will be less output and it will not be in the interest of the company as well as in the interest of the employees in the long run.

488. The Association and the British India General Insurance Co. Ltd. and the Zenith Assurance Co. Ltd., Bombay entered into a compromise (Reference No. CGIT-2/25 of 1968). In that compromise the Association agreed that the working hours shall not be less than 36 hours for the Assistants and Sectional Heads and less than 42 hours for the peons in a week. The actual spread over of the working hours in each office shall be arranged with mutual agreement between the management and the workmen of the respective office. Taking this fact into consideration

and the statement Ex. 19/W referred to above and considering the various amenities to which the workmen are entitled from the company, I am of the view that the present working hours should not be disturbed and the demand of the Association for reducing the present working hours from 36½ hours to 33 hours for clerical staff and 42 hours to 36 hours for sub-staff per week cannot be considered to be just and fair. It deserves to be rejected.

489. The Association also contends that a grace time of 15 minutes shall be allowed before the employees are marked late.

490. It appears that the management condones 10 minutes delay but it is not prepared to condone 15 minutes delay. In my opinion discretion should be left to the management to condone even 15 minutes delay before making late in exceptional cases. If satisfactory explanation is given. It is not desirable that 15 minutes grace time before marking late should be allowed as a rule.

491. In the end I pass the following order:

ORDER

This demand is rejected.

DEMAND NO. 20—*Retirement Age.*

"The age of Retirement of every employee shall be 60 years.

492. As regards this demand, the Association's case as made out in para. 109 of the Ex. 1/W is as follows:—

"The company under reference has no provision in regard to retirement age. Therefore, the Association submits that the age of retirement of every employee should be fixed at 60 years."

493. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The same can be 60 as demanded by the workmen".

494. As the company has no objection to fix the retirement age of its employees working under them at 60 years. I accept this demand and pass the following order:—

ORDER

The age of retirement of every employee serving in this company shall be 60 years.

DEMAND NO. 21 *Provident Fund*—

"A' All the employees shall be made members of the Provident Fund.

(B) The rate of contribution shall be the ten per cent of the total emoluments with equal contribution by the company. The employees shall however, be allowed to contribute voluntarily upto 20 per cent (twenty per cent) of their total emoluments without corresponding contribution from the company.

(C) Interest at a minimum rate of 6 per cent shall be paid on the total contribution of the employees and of the company.

(D) Unclaimed funds shall be distributed *pro-rata* every three years amongst the existing employees from time to time.

(E) Full benefits of the fund shall be permitted to the employees on completion of five years service.

(F) Loan from the provident fund to the extent of six months salary or 90 per cent of the employees' contribution, whichever is more shall be granted to the employees at a time."

495. As regards this demand, the Association's case as made out in paras. 110 and 111 of Ex. 1/W is as follows:—

"The company under reference had introduced a Provident Fund Scheme as per the Settlement dated 26th October, 1955 before the Conciliation Officer (C-1), Bombay as per annexure 'C'. The Association submits that a Provident Fund Scheme as per details given in the statement of demand should be introduced.

The present rate of contribution by the employees towards the Provident Fund existing in the company under reference is 6½ per cent. This is low. The Provident Fund should be on the gross emoluments and the

rate should be 10 per cent. The demand is in consonance with the general opinion in the country on the subject. Under the Provident Fund Act, the contributions are made on the total emoluments. The demand for increase in contributions on the provident fund and on the total emoluments is supported by the fact that the purchasing power of money is getting reduced day by day and the Provident Fund being a retiral benefit must make adequate provision by providing substantial amount at the time of retirement. The demand is therefore just and reasonable. The changes as demanded in the scheme are also just and reasonable and the same are within the paying capacity of the company concerned. The provision with regard to the payment of employer's contribution in full on completion of 5 years of service is justified on the ground that once the company parts with its contribution towards the provident fund account the same vests with the trustees and it cannot be made available to the company for its own purposes for any reason whatsoever. Similar provision exists in the provident fund schemes in other commercial establishments as well. The provision for payment of guaranteed interests at the rate of 6 per cent per annum is necessary to ensure that the funds are invested on sound propositions and are not invested in institutions against the interest of the beneficiaries. Similarly the provision for distribution of unclaimed fund is necessary to ensure equitable distribution of the funds to its beneficiaries."

496. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"There is no justification for any change in the present rules of the Provident Fund as the changes demanded will put heavy financial burden on the company. The present rules of the Provident Fund are also sufficiently generous and in keeping with the financial position of the Company."

497. It appears from the settlement dated 26th October, 1955, Annexure 'G' to Ex. 1/W that there was an agreement between the parties as mentioned below:—

"It is agreed that Provident Fund would be instituted by the Company in consultation with the Union on 1st April, 1956 but with retrospective effect from 1st January, 1956."

498. All India General Insurance Co. Ltd. Employees Provident Fund Rules are produced at Ex. 41/W. These rules show the existing provisions in the company regarding Provident Fund. The Association wants that these rules should be changed and modified as mentioned in the demand.

499. The learned Advocate Shri Kohari for the company contends that the Employees' Provident Funds Act, 1952 has been made applicable to the General Insurance Industry with effect from 31st January, 1970 and that it is not desirable that the existing rules should be changed for the period prior to 31st January, 1970. He further submits that if the changes in the existing Provident Fund Rules as desired by the Association are made it will increase the financial burden on the company and the approval of the Income-tax authorities will have to be obtained.

500. Two notifications No. G.S.R. 13 dated 23rd December, 1969 and No. GSR 14 dated 23rd December, 1969 issued by the Central Government extending the Employees' Provident Funds Act, 1952 and the Scheme framed thereunder to every establishment which is exclusively or principally engaged in general insurance business and employing 20 or more persons, with effect from 31st January, 1970 are as follows:—

"Notification No. G.S.R. 13 dated 23rd December, 1969. In exercise of the powers conferred by clause (b) of sub-section (3) of section 1 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby specifies every establishment which is exclusively or principally engaged in general insurance business, employing 20 or more persons as a class of establishments to which the said Act shall apply with effect from the 31st January, 1970.

[No. PF.II 3(11)I/58]"

"Notification No. G.S.R. 14 dated 23rd December, 1969. In exercise of the powers conferred by Section 5, read with sub-section (1) of section 7 of the Employees' Provident Funds Act, 1952 (19 of 1952) the Central Government hereby makes the following Scheme further to amend the Employees' Provident Funds Scheme, 1952, namely:—

- (1) This Scheme may be called the employees' Provident Funds (Seventh Amendment) Scheme, 1969.
- (2) In the Employees' Provident Funds Scheme, 1952, in clause (b) of sub-paragraph (3) of paragraph 1, sub-clause (ixvi) shall be renumbered as sub-clause (xvii) and before sub-clause (ixvii) also renumbered, the following sub-clause shall be inserted, namely:—

"(ixvi) as respects establishments which are exclusively or principally engaged in general insurance business come into force on the 31st day of January, 1970."

[No. PF-II 3(11) '58]"

501. It is common ground that the All India General Insurance Co. Ltd. employs more than 20 employees. Hence as per the notification No. G.S.R. 13 dated 23rd December, 1969 referred to above, the Employees' Provident Funds Act, 1952 is made applicable to the company with effect from 31st January, 1970. The scheme is also made applicable to this company as per notification No. G.S.R. 14 dated 23rd December, 1969.

502. As the Employees' Provident Fund Act, 1952 is made applicable to the employees of All India General Insurance Co. Ltd. with effect from 31st January, 1970 the provisions of the Act will govern the Provident Fund Scheme of the employees working in the company and not the rules of the Provident Fund produced at Ex. 41/W made by the company. It is, therefore, not desirable to make any change in the existing Provident Fund Rules in the company produced at Ex. 41/W. The existing rules (Ex. 41/W) will no longer continue but the Employees' Provident Fund Act and Scheme, 1952 will apply.

503. The Association contends that the changes as desired by them should be made for the period prior to 31st January, 1970. In my opinion, there is no justification for effecting the changes for the period prior to 31st January, 1970, in as much as the Government has made necessary legislation applying Employees' Provident Fund Act, 1952 and the Scheme to them. If the changes as demanded by the Association are effected necessary approval of the Income Tax authorities will have to be obtained and the company will have to bear additional expenditure on this account. I am, therefore, of the view that the changes for the period prior to 31st January, 1970 should not be also effected.

501 In the end I pass the following order —

ORDER

This demand is rejected.

DEMAND NO. 22 *Board of Trustees.*

"On the Board of the Provident Fund Trust the Employees and the Employer shall have equal number of representative. Employees Representatives shall be elected by themselves by simple majority of Votes. Re-Election of the employees' representatives shall be held every two years unless necessitated earlier by death or resignation or removal by a majority of the Employees".

505. As regards this demand, the Association's case as made out in para 112 the Ex. 1/W is as follows:—

"As regards the demand for including equal representatives of the Beneficiaries (Employees) on the Board of Trustees the same is justified on the ground that the beneficiaries must have their representatives to safeguard their interests.

The Association further submits that the employer should be able to persuade the trustees to introduce the above changes in the provident fund scheme. The Association however is making separate application for impleading the trustees of the provident fund in respect of the company under reference as parties to these proceedings in order to avoid any technical objection on the part of the management. In case the Trustees do not make the required changes the company may be directed to introduce a new scheme as per the above demand, and all the funds with the present Trustees should be transferred to the new Trustees under the Scheme that would be introduced by the Award."

506. The company has not taken any specific stand in respect of this demand either in the written statement at Ex. 2/E or in the rejoinder at Ex. 3/E.

507. During the course of arguments Shri Madan Mohan, Vice President of the Association has submitted that he does not press this demand. He has however, not referred to this fact in his purls produced alongwith the written arguments dated 5th May, 1970

508. The learned Advocate Shri Kothari during the course of arguments has also submitted that this demand is not pressed by the employees.

509. Considering the arguments advanced before me by Shri Kothari and Shri Madan Mohan in respect of this demand, I reject this demand as it is not pressed.

510. In the end I pass the following order:—

ORDER

This demand is rejected.

DEMAND NO. 23—Uniforms of Employees in the Grade of 'A':

511. As regards this demand, the Association's case as made out in the para. 113 of the Ex. 1/W is as follows:—

"The Company under reference is supplying two pants, 2 coats and one umbrella every year as uniforms to the sub-ordinate staff. The Association submits that the following provision should be provided to the employees of grade 'A' annually:—

- | | |
|-------------------------------|--|
| 1. Summer Uniforms | Three sets. |
| 2. Umbrellas | One |
| 3. Footwear | Two pairs. |
| 4. Rain Coat | One for those who are to 10 out-door duties. |
| 5. Caps or Headwear | Two |
| 6. Winter uniform | Two sets of woollen clothes. |

The demand of the workmen, for being supplied with the uniforms and the other requirements on the above basis is in conformity with the pre-vailing practice in most of the Commercial establishments, Bank-Companies, and Insurance Companies and there is no reason why this Company should not supply uniforms on the above basis. The demand is self-explanatory and stand fully justified."

512. The Company's case in respect of this demand, as made out in the written statement Ex. 2/E is as follows:—

"At present the Company provides uniforms to Peons. They are also supplied with Umbrellas. There is no necessity to lay down any rules for the purpose of giving such facility and the same should be left to the discretion of the Company who will always use it in keeping with the prestige of the Office."

513. The learned Advocate Shri Kothari for the company contends that this company supplies (i) 3 sets of summer uniforms, (ii) in cold places like Delhi one winter set once in two years, and 2 sets of summer uniforms, and (iii) one umbrella once in two years. He further submits that such type of demand is considered in factories and not in companies and that the present system of supplying uniform be continued.

514. Shri Madan Mohan, Vice President of the Association relies on statement at Ex. 13/W in respect of 36 companies for showing the prevailing practice regarding uniforms supplied to the employees. The statement is as follows:—

Sl. No.	Name of Company	Uniformes
---------	-----------------	-----------

- | | |
|-----------------------|--|
| 1. Jalanath | (1) 4 uniforms per year (Cotton)
(2) One pant & coat (woollen) once in 3 years at Calcutta and Delhi. |
|-----------------------|--|

Sl. No.	Name of Company	Uniforms
2.	Sterling	3 sets, 1 umbrella per year.
3.	British India	2 coats & 2 pants, one pair of chappals, one cap, one umbrella per year.
4.	New Great	4 pants, 4 coats, 4 caps, 1 umbrella, a pair of chappal every year.
5.	Hercules	3 sets of uniform, 1 umbrella & one overcoat.
6.	Commercial Union	2 sets of uniform and 1 umbrella
7.	Northern Assee	3 sets per year, 2 pairs of chappals, Monsoon equipment will be maintained.
8.	Employers Liability	Do.
9.	South British	} 2 sets of uniform, 1 cap, 1 pair chappals every year, one umbrella for 2 years.
10.	Royal Insee	
11.	London Lancashire	
12.	Liverpool & London Globe	
13.	Central Insee.	
14.	Guardian	
15.	Caledonian	
16.	Home	} 2 sets of uniforms and one umbrella and one pair of chappal per year.
17.	Legal & General	
18.	Phoenix	
19.	Alliance	
20.	Sun Insee	
21.	New Zealand	2 sets of uniform & a cap with long trousers. Monsoon kit will be provided. One pair of chappal every 2 years.
22.	Atlas	} Do.
23.	Royal Exchange	
24.	Eagle Star	3 sets of uniforms per year, 1 rain coat & one umbrella alternate year. One pair of chappals every 2 years.
25.	Norwich Union	} 2 sets of uniform, one umbrella per year 1 pair of chappals every 2 years.
26.	Scottish Union	
27.	Maritime	
28.	Indian Trade	3 sets of uniform per year & one umbrella or a rain coat & a pair of chappal per year.
29.	Jayabharat	3 sets of uniform, 1 umbrella and a pair of chappal.
30.	Jupiter	2 sets cotton uniform (each year) 1 set woollen uniform (every 2 yrs.) 1 umbrella every 2 yrs. 1 rain coat (every 3 yrs.).
31.	New India	3 sets of uniforms, 1 pair of footwear, one umbrella and 1 rain coat.
32.	Oriental Fire	3 sets of uniforms & Rs. 20/- for shoes per year. One umbrella per 2 years, at centres where winter is severe. 1 set winter uniform per 2 years.
33.	South India	3 sets of uniforms, one pair of footwear, one umbrella & one rain coat per year.
34.	India Re.	3 sets of uniforms, one umbrella per year.
35.	Concord	2 sets of uniform, 1 cap, 1 pair of chappal every year and one umbrella every 2 years.
36.	All India General	3 sets of uniforms per year. One umbrella (one once every 2 years).

515. It is clear from the statement Ex. 13/W referred to above that all the 36 companies are supplying uniforms to their subordinate staff. There is prevailing practice in Insurance Companies of supplying uniforms to their subordinate staff. There is, however, no uniform system in supplying a particular number of uniforms.

516. The company in question supplies 3 sets of uniforms per year and one umbrella once in every 2 years. It however appears from the arguments of Shri Kothari that this company supplies one set of winter uniform once in two years and two sets of summer uniforms in cold places like Delhi. It can be therefore

taken that this company is supplying one winter uniform to their employees working in cold places like Delhi though there is no specific mention about the same in the statement at Ex. 13/W.

517. The demand made by the employees for supplying summer uniforms and winter uniforms as mentioned above except in respect of certain items appears to be just, fair and reasonable. It is in the interest of the company to supply the uniforms to their sub-staff for maintaining the prestige and dignity of the company and to have respect in the public for the company.

518. I am, therefore, of the view that the employees of the company namely, peons, sweepers, watchmen, head peons should be supplied uniform as mentioned in my order.

ORDER

The company shall supply to sweepers, peons, watchmen and head peons uniforms as mentioned below :—

- | | | | | |
|---------------------|---|---|---|--|
| 1. Summer Uniforms | . | . | . | 3 sets every year. |
| 2. Umbrella | . | . | . | 1 umbrella every 2 years. |
| 3. Footwear | . | . | . | 1 pair of chappal every year. |
| 4. Caps or headwear | . | . | . | 2 sets every year. |
| 5. Winter uniform | . | . | . | One set in two years to employees working at cold place like Delhi. Those employees who will be getting one winter uniform will be entitled to get only 2 sets of summer uniforms. |

DEMAND NO. 24—Temporary Staff:

"The Company may employ Temporary Employees for performing Duties of purely temporary nature. But such staff in no instance shall exceed more than 3 months in temporary service after which he shall be treated automatically in permanent service from the date of appointment."

519. As regards this demand, the Association's case as made out in para 114 of the Ex. 1/W is as follows:—

"The company under reference employes persons as temporary staff and keeps them as such on their roles, with or without break in their service. In this way the workmen are deprived of the benefits of regular conditions of service. After working as temporary employees such employees are put in permanent cadre and are again required to complete the period of probation which is already long. This amounts to an unfair labour practice and must be stopped. The Association fully recognises the need of an employer to employ persons on temporary basis but this should not be used as a excuse to deprive the workmen of their legitimate rights. The Association, therefore, submits that the company under reference may employ temporary staff for performing duties of purely temporary nature but the period of such temporary employment should in no case exceed 3 months as 3 months is sufficiently long period by which time the employers must able to determine their permanent strength. An employee who has worked for more than 3 months without break as temporary must be deemed to be in permanent cadre from the date of first employment and the period spent on temporary employment be treated as period on probation. In order to avoid circumvention of these provisions it is also necessary that so long there is work in the company either of temporary nature or otherwise the same employee should be continue to be employed and his services should not be broken after every three months. The demand is fully justified and necessary to maintain industrial peace and to avoid unfair labour practices which is the primary object of every industrial adjudication."

520. The Company's case in respect of this demand, as made out in the written statement Ex. 2/E is as follows:—

"The demand that the period of temporary staff should not exceed three months is misconceived and betrays lack of appreciation of the needs and difficulties of the Company. The period shall always depend on the nature of work, duration of such work, and the performance of the employees concerned."

521. The learned Advocate Shri Kothari for the company contends that this demand is illogical and that temporary employees should be appointed for temporary work.

522. Shri Madan Mohan, Vice President of the Association on the other hand contends that after 3 months staff should be made permanent.

523. The demand of the Association that temporary employees in the service of the company should be automatically treated as permanent on the expiry of a period of 3 months' service does not appear to be just and proper. If the work of the company is in arrears and if the company wants to get the arrears cleared by employing temporary staff, it will be difficult for the company to absorb the temporary staff in permanent cadre. It is quite likely that clearing of arrears of work might continue for 4 to 5 months and the temporary staff may be required to be continued in the interest of administration for finishing this work. If the temporary staff employed for finishing such work is required to be confirmed only because it has served continuously for more than 3 months, it will create a number of administrative difficulties and complications. It will also affect the finance of the company. It will be unnecessarily having too many employees for doing normal work. The company can absorb only such employees in permanent vacancies as are necessary for doing normal work. One cannot expect the company to make temporary staff employed for clearing of arrears permanent because it would be difficult to find out work for them after the extra work is over. In my opinion the demand made by the Association in this respect deserves to be rejected.

524. I, therefore, pass the following order:-

ORDER

This demand is rejected.

DEMAND NO. 25.—Confirmation:

"Employees shall be confirmed after 3 months' Probationary Service automatically. No Medical Test shall be taken at the time of confirmation."

525. As regards the demand, the Association's case as made out in para. 113 of the Ex. 1/W is as follows:—

"The company under reference have no provision of probation or confirmation. The probation period and the confirmation of an employee is left at the mercy of the company. The Association therefore submits that the employees shall be confirmed after 3 months probationary service automatically. No medical test shall be taken at the time of confirmation.

The demand gets support from the provisions of the Shops and Establishments Acts of various States whereby an employee becomes entitled to notice or pay in lieu of notice on completion of 3 months of service before his services could be terminated. The period of three months is sufficient enough during which the employer can very well judge the performance of the employee concerned. There are a number of insurance companies and commercial institutions where the period of probation is prescribed as three months. The demand is therefore quite reasonable and just and the same should be accepted by the company under reference."

526. The Company's case in respect of this demand as made out in the written statement at Ex. 2/E is as follows:—

"The demand that the employee should be confirmed after three months overlooks the fact that the period may happen to be too short to assess the ability of the recruited candidate. It must, therefore, be left to the discretion of the company to decide the probationary period."

527. The learned Advocate Shri Kothari for the company contends that automatic confirmation after 3 months probationary service would not be just and that this period should be one year. He further contends that this period should also be extended by 6 months and thereafter the employee concerned should be either or discharged.

528. Shri Madan Mohan, Vice President of the Association on the other hand contends that an employee should be confirmed after 3 months service automatically.

529. The company has no provision regarding probationary period and confirmation of an employee except in respect of Calcutta branch employees (clause 5. in Annexure 'C' to Ex. 1/W). The probation period and confirmation of an employee depends upon the discretion of the company, in respect of all employees except at Calcutta branch. It is likely this discretion might be misused. In the interest of natural justice and maintenance of industrial peace and harmony, it is necessary that there should be a specific provision regarding probationary period and confirmation.

530. The existing provision regarding probationary period in respect of Calcutta Branch is as follows:—

"The probationary period will not be for more than six months, after successful completion of which, an employee will be deemed to be confirmed. If, however, the work of an employee is not found satisfactory, the Management can extend his probationary period for another six months."

531. The demand of the Association that the probationary period should be only for 3 months and probationer should be automatically be confirmed after completion of 3 months is difficult to accept.

532. It is likely that the probationer in the first 3 months might not be in a position to show satisfactory progress and that he may succeed in showing satisfactory progress during the last 3 months and please the administration. If the probationer is to be confirmed after a period of 3 months, it is likely that many of the probationers will be discharged before that period and this will not be in the interest of the employees.

533. In my opinion the period of probation should be 6 months and that after the completion of 6 months, the employee concerned should be confirmed.

534. I, therefore, pass the following order:—

ORDER

- (i) Probationary period of an employee in the company shall be 6 months.
- (ii) On completion of probationary period of 6 months an employee shall be confirmed.
- (iii) As regards medical test at the time of confirmation, it is left to the discretion of the company.

DEMAND No 26—Promotions:

"No direct recruitment shall be made in Grades C, D, E and F. A Higher Post and all vacancies of such posts shall be filled in by way of promotion from among the existing staff. The promotions shall be made on the basis of seniority of the employees. Employees in Grades A and B shall be absorbed in Grade 'D' on passing the S.S.C., S.S.L.C. or equivalent examinations or licentiate examination of Federation of Insurance Institute."

535. As regards this demand the Association's case as made out in paras 116 and 117 of the Ex. 1/W is as follows:—

"At present there are not rules and regulations of promotions. The company has reserved the right to make direct recruitment and in regard to promotions from amongst the existing employees they do not follow any principle or any set rule. The promotions do not take place on the basis of merit but on the basis of personal likes and dislikes of the officials. Favouritism and nepotism is rampant on a large scale in the matter of promotions. Senior employees are ignored without any reasonable cause and juniors are promoted for extraneous considerations. DIRECT recruit in senior posts made even when equally efficient employees are available from amongst the existing employees, thereby reducing the opportunities for promotion to the existing employees and frustrating their future career.

The Association, therefore, submits that this Honourable Tribunal may kindly be pleased to make an award in the above terms. The demand as submitted above is fully justified"

536. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"As mentioned above, the demand that higher post and all vacancies of such posts shall be filled by promotions ignores the fact that higher post requires a person who has got special qualification and the necessary aptitude and skill for the work. Laying down a rule that such promotion should be from the junior existing staff alone would therefore, amount to interference in the discretion of the management and restricting their right to select persons according to their requirements."

537. The learned Advocate Shri Kothari for the company contends that this is a mixed demand for recruitment and promotion. According to him, no rules can be laid down about recruitment. It is for the management to recruit a person whom they think suitable. This demand is not fair. It cannot be accepted.

538. This company has got branches all over India. It employs clerks, typists, peons etc. It is necessary to have some rules and regulations regarding promotion and recruitment. In the absence of specific rules for promotion and recruitment there is scope for favouritism. To avoid this, it is necessary to have specific rules and regulations regarding recruitment and various terms of condition of service and promotion. The company may, therefore, frame such rules. While framing such rules, it may make provision for direct recruitment as well as for promotion of the members of staff to higher posts on the basis of merit and seniority-cum-suitability. Of course, it is for the management to decide to whom to promote to a particular post or not in the light of the rules and regulations regarding promotions. The promotion made by the management can be challenged only when it is in violation of the rules regarding promotions. Otherwise the promotion is a managerial function.

539. In my opinion the demand made by the Association that no direct recruitment shall be made in the grades C, D, E & F and all vacancies in these grades shall be filled in by way of promotion from among the existing staff, that the employees in Grades A & B should be absorbed in grade 'D' on passing the S.S.C., S.S.L.C. or equivalent examinations or Licentiate examination of Federation of Insurance Institute, cannot be accepted. In the interest of efficient administration, direct recruitment has to be resorted especially when members from the existing staff are not found upto the mark and suitable for the selection post. Similarly an employee cannot be promoted simply on his passing a particular examination or on obtaining qualification if his record is not good.

540. As regards the Association's request that promotion should be made on the basis of seniority alone, the same cannot also be accepted.

541. Promotion has to be made on the basis of seniority-cum-merit. The company will respect this principle while giving promotion.

542. In short, considering the facts and circumstances of this case and the arguments advanced by both the parties, this Tribunal cannot accept this demand, but at the most it can recommend that the management may in its discretion as far as possible fill senior posts from the existing staff after considering the employee's qualification, ability, experience, knowledge, merit and seniority-cum-suitability.

543. In the end I pass the following order:—

ORDER

This demand is rejected.

DEMAND No. 27—Maintenance of Seniority:

"THE COMPANY SHALL MAINTAIN AN UPTODATE LIST OF THE EMPLOYEES EMPLOYED IN THE COMPANY STRICTLY IN ACCORDANCE WITH THE SENIORITY OF SERVICE AND THE SAME SHALL BE KEPT OPEN FOR AN INSPECTION BY THE EMPLOYEES AS AND WHEN REQUIRED."

544. As regards this demand, the Association's case as made out in para 118 of the Ex. 1/W is as follows:—

"The company under reference do not allow any principle or any set rules in regard to maintenance of seniority. The Association, therefore, submits that this Honourable Tribunal may kindly be pleased to make an award in the above terms"

545. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The rule of seniority cannot be enforced without necessary modifications according to circumstances."

546. The learned Advocate Shri Kothari for the company contends that seniority list be not directed to be maintained. I am unable to accept this argument.

547. In the ordinary routine it is necessary for any office to maintain the seniority list of the employees working in it. If such list is maintained and circulated among the employees at intervals, every employee will be in a position to know as to where he stands. He will be in a position to know his future prospects. By maintaining seniority list, the company or the office concerned does not lose anything. On the contrary, maintenance of seniority list will help smooth working. In my opinion the demand of the employees that the company should be directed to maintain the seniority list of its employees, is fair and just.

548. I, therefore, accept the same and pass the following order:—

ORDER

- (i) The company shall maintain an upto date list of the employees employed in the company strictly in order of seniority in service and the same shall be kept open for inspection by the employees at all times and when required.
- (ii) The company is directed to prepare seniority list every year and to circulate the same among the employees every year.

DEMAND No. 2E—Sectional Holidays:

"10 SECTIONAL HOLIDAYS SHALL BE GRANTED TO ALL EMPLOYEES OF THE COMPANY EVERY YEAR AS RECOMMENDED BY THE UNION"

549. As regards this demand, the Association's case as made out in para 113 of the Ex. 1/W is as follows:—

"The company under reference is not allowing any sectional holidays. The Association, therefore, submits that this Honourable Tribunal may kindly be pleased to make an Award on the above terms.

The demand is self-explanatory and needs no further justification."

550. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"There is no necessity for any additional sectional holidays which would only result in dislocating the regular work of the office."

551. The learned Advocate Shri Kothari for the company contends that this demand is against national integration and this Tribunal should not encourage the tendency of claiming sectional holidays.

552. Shri Madan Mohan, Vice-President of the Association contends that several companies allow Sectional holidays and that the employees in question should be also allowed Sectional holidays. In support of this contention he relies on the statement produced at Ex 48/W. Statement Ex 48/W in respect of Sectional holidays is as follows:—

Name of the Company	Sectional Holidays.
1. Jalandhar	.
2. Sterling	.
3. British India	.
4. New Great	.
5. Hercules	.
6. Commercial Union	.
7. Northern Assec.	.
8. Employers Liability	.
9. South British	..
10. Royal Insce.	..
11. London & Lancashire	..
12. Liverpool & London & Globe	..
13. General Insce.	..

Name of the Company	Sectional Holidays
14. Guardian } 15. Caledonian }	Sectional holidays may be allowed to the members of the staff after 3 p.m. wherever necessary and has followed by other offices in Bombay.
16. Home	Sectional holidays will continue to be sanctioned at the discretion of the management.
17. Legal and General . . . . .	..
18. Phoenix . . . . .	..
19. Alliance } 20. Sun Insec. }	Sectional holidays or time off recognise in Bombay may be considered at the sole discretion of the Management.
21. New Zealand	Sectional Holidays or time off recognised in Bombay may be considered at the sole discretion of the Management.
22. Atlas . . . . .	..
23. Royal Exchange . . . . .	..
24. Eagle Star	Sectional holidays or time off recognised in Bombay may be considered at the sole discretion of the management.
25. Norwich Union . . . . .	..
26. Sootish Union . . . . .	..
27. Maritime . . . . .	..
28. Indian Trade . . . . .	..
29. Jayabharat . . . . .	..
30. Jupiter	The company shall observe holidays including Sectional holidays and additional holidays as may be approved for their employees by the LIC. Provided those members of the staff who do not avail themselves of any sectional holiday will be allowed a compensatory holiday by prior sanction. Provided further that the employees should make an effort to see that the Sectional holidays are so availed of that it does not disrupt the smooth working of the office.
31. New India . . . . .	..
32. Oriental . . . . .	..
33. South India	It is agreed that Hindu employees will be allowed to leave office at 2.46 p.m. without lunch or 3.30 p.m. with lunch on 3 days in a year & the employees belonging to other minority communities will be allowed to enjoy the same concession on 2 days in a year. The Association will intimate to the Management in the 1st week of January every year the days and timings on which they would like to enjoy the above concession.
34. India Re. . . . .	..
35. Concord . . . . .	..
36. All India General	Festival concession (existing practice).

553. From the statement Ex. 48/W it appears that out of 36 general insurance companies only 9 companies are allowing Sectional Holidays to their employees. The remaining 27 companies do not allow Sectional holidays to their employees. It means that there is no trend in general insurance industry to allow Sectional holidays to their employees.

554. Even out of the 9 companies allowing Sectional Holidays, 5 companies allow Sectional Holidays at the discretion of the management.

555. As there is no trend in General Insurance Industry to allow Sectional holidays to their employees, the demand of the Association to allow sectional holidays to the employees in question does not appear to be just, fair and reasonable. The same deserves to be rejected.

556. I, therefore, pass the following order:—

ORDER

This demand is rejected.

DEMAND No. 29—*Holiday Home:*

"THE COMPANY SHALL PROVIDE HOLIDAY HOMES AT HILL STATIONS FOR ALL THE EMPLOYEES OF THE COMPANY DURING THEIR VACATION."

557. As regards this demand, the Association's case as made out in para 120 of the Ex. 1/W is as follows:—

"The company has no provision for this demand and the Association, therefore, submits that the company shall provide holiday homes at Hill Stations for all the employees of the company during their vacation. The Association, therefore, submits that this Honourable Tribunal may kindly be pleased to make an award on the following terms:—

'The company shall provide Holiday Homes at Hill Stations for all the employees of the company during their vacation.'

The above demand is self explanatory and needs no further justification "

558. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The company has no financial capacity to provide holiday home for its employees".

559. Shri Madan Mohan, Vice President of the Association has not pressed this demand during his arguments. He has also given written pursis on 5th May, 1970 stating that he does not press this demand.

560. I, therefore, reject this demand and pass the following order.—

ORDER

This demand is rejected.

DEMAND No. 30—*Housing Scheme:*

"The Company shall provide accommodation under a Housing Scheme to all the employees of the company. Interest free loans upto 80 per cent of the cost of the House/Block/Tenant shall be granted to employees who desire to acquire housing accommodation".

561. As regards this demand, the Association's case as made out in para. 121 of the Ex. 1/W is as follows:—

"The company has no provision for this demand and therefore, the Association submits that this Honourable Tribunal may kindly be pleased to make an award on the above terms.

The demand is self explanatory and needs no further justification."

562. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The provision for housing is the responsibility of the State and as such there can be no justification for asking the Company particularly in its present financial capacity to provide housing accommodation to its employees."

563. During the course of arguments Shri Madan Mohan, Vice President of the Association has not pressed this demand. He has given a written pursis dated 5th May, 1970 stating that he does not press this demand.

564. As this demand is not pressed I reject the same and pass the following order:—

ORDER

This demand is rejected.

DEMAND No. 31—*Introduction of New Grades:*

No new or intermediary grade other than those mentioned in this charter of demands shall be created by the management.'

565. As regards this demand, the Association's case as made out in para. 122 of the Ex. 1/W is as follows:—

"The Association submits that the company under reference is not following any principle or any set rule in spite of settlement. They create new grades in contravention of the settlement and therefore, this Honourable Tribunal may kindly be pleased to make an award in the above terms.

The demand is self-explanatory and needs no further justification."

566. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The demand amounts to interference in the internal management of the company and as such deserves no consideration."

567. The Association has produced a statement at Ex. 22/W showing the names of newly recruited persons (Juniors and retired) and the salaries paid to them. That statement is as follows:—

	Name of the employees.	Date of joining	Salary	D.A.	Relief allowance	Cash allowance.	Total
	1	2	3	4	5	6	7
Junior employees recruited	Shri H. Hariharan .	13-3-66	147/-	69/70	47.92	..	264/62
	" S. K. Gupta .	29-5-68	193/-	74/30	..	10/00	277/30
	" P. P. Chavahte (Typist)	6-2-69	175/-	..	..	..	175/00
	" Ganpat G. Sawant.	5/- per day	(daily wages)				
Retired persons recruited	Shri S. V. Kothare .	1-7-67	137/-	68/70	..	..	205/70
	" C.S. Venkataraman .	13-5-68	200/-	..	..	..	200/00
	" R.V. Swaminathan .	Re-appointed	300/-	..	..	..	300/00
	" C.V. Naganajan .	4-3-68	200/-	..	..	..	200/00

NOTE: The above statement showing the names of various persons appointed by the Company with their respective salaries which are in violation of the Agreement at present in force between the Management and the Union.

It will be interesting to observe that all these employees are enjoying salary benefits far in excess of those employees who have put many years of service.

It may also be noted that some of the employees are aged and retired from their previous employment and recruited by the Company."

568. Shri Madan Mohan, Vice President of the Association contends that the chart at Ex. 22/W referred to above shows that the company is making appointments arbitrarily and in violation of the agreement at present in force. He submits that the appointments should not be made in such arbitrary manner.

569. The learned Advocate Shri Kothari for the company on the other hand contends that this demand is a negative demand and that if it is granted it will harm the interest of the company and it will have far reaching and disastrous effect. He further submits that there is no industrial principle to support such type of demand, that no instance of any company having such a rule in respect of appointments has been cited by the Association and that on account of this, this demand be rejected.

570. The company has to manage its own affairs and business. If the interest of the business requires certain appointments of experienced persons to be made, the company can certainly appoint experienced persons giving them suitable remuneration and terms and conditions of service for getting a particular work done.

571. At the same time the company will see that it does not harm the interest and prospects of the existing staff and make appointments arbitrarily. The company should usually follow certain principles while making appointments.

572. Considering the arguments advanced by both the parties and having regard to the principle of nautral justice and discretion of the company in managing its own affairs, I am of the view that this demand should not be accepted.

573. In the end I pass the following order:—

ORDER

This demand is rejected!

DEMAND No. 32—*Festival Advances:*

"A sum equivalent to one month's total wages including all allowances shall be paid to all the employees as festival advances. This amount shall be reimbursed in 10 equal instalments."

574. As regards this demand, the Association's case as made out in para 123 of the Ex. 1/W is as follows:—

"The demand is quite reasonable and just and the same should be accepted by the company under reference."

575. The company's case in respect of this demand as made out in the written statement at Ex. 2/E is as follows:—

"The company cannot bind itself to the rule for allowing any allowance for festival purposes."

576. The learned Advocate Shri Kothari on behalf of the company has given written pursis dated 3rd April, 1970 stating as follows:—

"The company agrees to give an advance of one month's gross remuneration once a year during any festival to be recovered from the employees in ten monthly equal instalments. No other advance of any kind shall be permissible."

577. As the company is willing to give one month's gross remuneration as festival advance once a year to its employees, I accept this demand and pass the following order:—

ORDER

(i) The company shall give an advance of one month's gross remuneration once a year during any festival to each employee on application for the same.

(ii) This advance shall be recovered in 10 monthly instalments commencing from the next month's pay.

DEMAND No. 33—*Holidays:*

"All holidays declared as Public Holidays under the negotiable instruments Act 1881, shall be granted to the staff."

578. As regards this demand, the Association's case as made out in para 124 of the Ex. 1/W is as follows:—

"The above demand is self-explanatory and needs no further justification."

579. The company's case in respect of this demand as made out in the written statement at Ex. 2/E is as follows:—

"The workmen are getting all Public Holidays declared as such under the Negotiable Instruments Act."

580. The learned Advocate Shri Kothari, for the company has given written pursis dated 3rd April 1970 stating that all holidays as are declared holidays under the Negotiable Instruments Act, 1881 shall be granted to the workmen except 30th June and 31st December of every year.

581. Having regard to the pleadings of the parties and the pursis given by Shri Kothari, I pass the following order:—

ORDER

All holidays declared as Public Holidays under the Negotiable Instruments Act, 1881 shall be granted to the staff except 30th June and 31st December of every year.

DEMAND No. 34—*Transfer:*

"No employee shall be transferred from one place to another place without his/her prior written consent."

582. As regards this demand, the Association's case as made out in para. 125 of the Ex. 1/W is as follows:—

"At present there are no service conditions authorising the company under reference to transfer the employees from their place of posting. The contract of employment between the company and the workmen too does not make any such provision. In the absence of any such right being vested in the employer either under the conditions of service, contract of employment or by way of practice as there is not a single instance of transfer the company under reference, it must be presumed that any employee employed in this company cannot be transferred without his consent. The demand is therefore in conformity with the existing position, and this Honourable Tribunal may be pleased to pass an award accordingly. Moreover, the company cannot be given unfettered discretion in regard to transfer as the same is likely to be misused and the employees are likely to be subjected to victimisation. Such a right cannot be given to the employees. It is therefore, submitted that transfer from one place to another causes great hardship, economic and otherwise and it is generally beyond the capacity of the employees to bear these hardships. In this view of the matter, the demand is fully justified."

583. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"An employee is transferred from one place to another according to the terms of service conditions mentioned in the contract with the respective employee. In view of this, the demand is improper."

584. The learned Advocate Shri Kothari for the company contends that transfer will have to be effected as the staff is not much and the freedom of transfer be not restricted.

585. Shri Madan Mohan, Vice President of the Association contends that no transfer without consent of the employees concerned should be effected as the transfer causes hardships and inconvenience.

586. It appears from the contention of the employees that at present there are no service conditions authorising the company to transfer the employees from their place of posting and that contract of employment between them does not make any such provision. There is also no instance of transfer of any employee by the company to any other place uptill now.

587. The company has got branches all over India. It is also opening new branches. If the employees are transferred from one branch to another, in other State having different language, it will cause great hardships. It will be difficult for the subordinate staff to maintain double establishments in case of such transfer. For maintaining peace and harmony, amongst all employees of the company all over India, it should not transfer any employee from one branch to another branch in different State having different language, without prior consent of the employee concerned.

588. As regards the transfer of workmen from one Department to the other, or from one Section to other Section of the same Department, in the same office, it shall be made by the Management only in case of exigencies of the Company's business, maintaining the seniority of the workmen and their service conditions in tact. In case of such transfers prior consent of the employees concerned is not necessary as the employer has the right to transfer the workmen from one Department to another Department in the same establishment at the same place and because such a right is a implicit condition of service and it can be exercised without giving any reason.

589. For the reasons given above, I pass the following order in respect of this demand:—

ORDER

- (i) As regards the transfer of the workmen from one Department to the other or from one Section to another Section of the same Department in the same office, it shall be made by the management only in the exigencies of the company's business maintaining the seniority of the workmen and their service conditions in tact.

- (ii) The company shall not transfer any employee from Head Office or one branch to another branch in the same State or in different States having different languages, without prior consent of the employee concerned.

DEMAND No. 35.—*Allowance during suspension:*

"During the suspension of an employee he shall be paid an allowance equal to 75 per cent of his total wages."

590. As regards this demand, the Association's case as made out in para. 126 of the Ex. 1/W is as follows:—

"The company under reference has no provision of suspension allowance. The Association, therefore, submits that in order to maintain the same benefit it is necessary that the provision of suspension allowance be paid at the rate of 75 per cent of the total wages. The demand being in consonance with the existing practice prevailing in other insurance companies and commercial establishments in therefore fully justified.

The Association therefore submits that this Honourable Tribunal may kindly be pleased to make an award on the above terms."

591. The company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"Any employee would be suspended if he commits any serious misconduct and as such demanding payment during the period of suspension would amount to rewarding him for committing misconduct."

592. The learned Advocate Shri Kothari for the company relies on the judgement of the Supreme Court of India in Civil Appeal Nos. 693 and 841 of 1966 to show that demand of suspension allowance negatived by the Tribunal was upheld by the Supreme Court and contends that this Tribunal should also negative the employees' demand for suspension allowance.

593. The observations made by their Lordships of the Supreme Court in the above mentioned judgement regarding suspension allowance are as follows:—

"Regarding the demand for subsistence allowance during the period of suspension pending an enquiry, the principle is that a workman may be suspended pending and enquiry and disciplinary action. If after such enquiry he is dismissed he is not entitled to any wage for the suspension period. On the other hand, if the dismissal order is found to be bad and he is reinstated he is entitled to full wages for the suspension period on the footing that he was never legally dismissed and therefore continued in service (of *M/s. Kesoram Cotton Mills Ltd. vs. Gangadhar & Ors.*) (1964, 2 S.C.R. 809). In a recent decision in *Dalvantray vs. The State of Maharashtra* (C.A. No. 442 of 1965 decided on 12th December, 1967) this Court pointed out the distinction between suspension of an employee from performing the duties of his employment and the suspension of the contract of employment. In the former case, the employer issues the order of suspension on the basis that the contract of employment still subsists. The Court held that the general principle is:

"That an employer can suspend an employee pending an enquiry into his misconduct and the only question that can arise in such suspension will relate to payment during the period of such suspension. If there is no express term relating to payment during such suspension or if there is no statutory provision in any enactment or rule the employee is entitled to his full remuneration for the period of his interim suspension. On the other hand, if there is a term in this respect in the contract of employment or if there is provision in the statute or the rules framed thereunder providing for the scale of payment during suspension, the payment will be made in accordance therewith."

Suspension pending an enquiry being not a suspension of the contract of employment but only preventing during the interim period the employee from discharging his duties the employee would be entitled to his wages unless he is ultimately validly dismissed and the dismissal dates back from the date when suspension was ordered. Subsistence allowance during the period of suspension is generally

allowed to Government Servants under the rules framed in that regard and which have statutory force. No such rules are ordinarily to be found in industrial establishments. To accede to such a demand is more or less equating industrial employees with civil servants for which there appears to be no justification. The Tribunal, in our view, was not in error in refusing the demand."

594. In the present case, which I am deciding the company under reference has no provision of suspension allowance. The learned Advocate Shri Kothari for the company has given written pursis dated 3rd April, 1970 stating as follows:—

"During the suspension of an employee he shall be paid an allowance of 50 per cent of the basic salary and Dearness Allowance."

595. In view of the willingness shown by the company to pay 50 per cent of the basic salary and Dearness Allowance as suspension allowance during the suspension of an employee, the question as to whether suspension allowance should be allowed to the employees or not does not survive. Hence the ruling relied upon by Shri Kothari for not allowing suspension allowance to the employees during the suspension period does not apply to the facts of the present case.

596. The employer is willing to give suspension allowance at the rate of 50 per cent of the basic salary and Dearness Allowance during the suspension of an employee but the employees are claiming suspension allowance at the rate of 75 per cent of the total wages.

597. As there is no existing provision for allowing suspension allowance to the employees of the company and as the company has shown willingness to give 50 per cent of the basic salary and Dearness Allowance by way of suspension allowance during the period of suspension, I am of the view that the offer made by the company is quite reasonable, just and fair.

598. I, therefore, pass the following order:—

ORDER

Suspension allowance should be paid at the rate of 50 per cent of the basic salary and Dearness Allowance during the period of suspension of an employee.

DEMAND NO 36—*Trade Union Rights:*

"The All India Insurance Employees' Association and its affiliated units shall continue to be given due recognition and such facilities as allowing to hold trade union meeting in office premises and use of Notice Board should be allowed."

599. As regards this demand, the Association's case as made out in para. 128 of the Ex. 1/W is as follows:—

"The demand is self-explanatory and it needs no further justification except that the demand is fully supported by the Code of Discipline which has been evolved jointly by the Employers' Representatives, Employees' Representatives and the Government."

600. The Company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The Company has no objection to this demand."

601. As the company has no objection to this demand, I pass the following order:—

ORDER

The Company shall continue to give due recognition and such facilities as allowing to hold trade union meeting in office premises and use of Notice Board, to the All India Insurance Employees' Association and its affiliated units.

DEMAND NO. 37—*Existing rights and privileges:*

Nothing contained in this Award shall adversely affect or take away from any employee or group of employees any right, privilege or usages, practice or conventions, amenities or other conditions of service that are already vested in or enjoyed by such employee or group of employees."

602. As regards this demand, the Association's case as made out in para. 129 of the Ex. 1/W is as follows:

"This demand is also self-explanatory and is based on the well established principle of industrial jurisprudence. The workmen are therefore entitled to the same."

603. The Company's case in respect of this demand as made out in the written statement Ex. 2/E is as follows:—

"The Company has no objection to this demand."

604. As the Company has no objection to allow this demand, I accept the same and pass the following order:—

ORDER

Nothing contained in this Award shall adversely affect or take away from any employee or group of employees any right, privilege or usages, practice, or conventions, amenities or other conditions of service that are already vested in or enjoyed by such employee or group of employees.

DEMAND No. 38—Date of effect:

"All benefits stated in this charter of demands shall have effect on and from the 1st day of March, 1966, except where otherwise stated."

605. As regards this demand, the Association's case as made out in para. 130 of the Ex. 1/W is as follows:—

"This demand has already been agreed to by the Company under reference in the relief settlement dated 15th April 1967 by which this joint reference has been made, in respect of Head Office from 1st March 1966, Calcutta and Offices under them from 1st November 1966, Coimbatore and Offices under them from 1st March 1967, Delhi and Offices under them from 1st January, 1967 and rest of the employees anywhere in India from 1st January 1967. This Honourable Tribunal may kindly give retrospective effect to its award from the dates as agreed to in the above settlement."

606. The Company's case in respect of this demand as made out in written statement Ex. 2/E is as follows:—

"The date of effect is already agreed to in the interim Agreement by the parties dated 15th April, 1967 and as such the demand is redundant."

607. The agreement dated 15th April, 1967 between the parties is at Annexure 'D' of the written Statement of the Association at Ex. 1/W.

608. A perusal of this agreement shows that the parties have agreed that the Award of this Tribunal shall be given retrospective effect as mentioned below:—

"Head Office, Bombay	1st March, 1966.
Calcutta & Offices under them	1st November, 1966
Coimbatore & Offices under them	1st March, 1967.
Delhi & Offices under them	1st January, 1967.
Rest of the employees any where in	1st January, 1967"
India.	

609. In view of the pleadings of the parties and the agreement dated 15th April, 1967 I pass the following order:—

ORDER

This award shall have retrospective effect in respect of :

- (i) Head office, Bombay 1st March, 1966
- (ii) Calcutta & Offices under them 1st November, 1966
- (iii) Coimbatore & Offices under them. 1st March, 1967.
- (iv) Delhi & Offices under them 1st January, 1967.
- and
- (v) Rest of the employees any where in 1st January, 1967.
- India.

610. In view of the above findings, I hold that the demands put forth by the Association are justified to the extent to which I have allowed them.

611. In the end I pass the following order:—

ORDER

- (i) Arrears becoming due to each employee on account of implementation of this Award should be paid within three months from the date of this Award.
- (ii) Award as per my order in respect of each demand is made.
- (iii) No order as to costs.

(Sd.) N. K. VANI,

Presiding Officer,

Central Government Industrial Tribunal No. 2, Bombay.

[No. F. 74(4)/67-LR.III(LRI).]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 10th September 1970

S.O. 3158.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal *Cum*-Labour Court No. 2, Bombay in the matter of an application under Section 33A of the said Act filed by Shri Govind Chari of Messrs Pandurang Timblo Industries, Goa, Daman and Diu, which was received by the Central Government on the 7th September, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, BOMBAY

COMPLAINT No. CGIT-2/30 of 1969

ARISING OUT OF REF. No. CGIT-2/2 of 1969

PARTIES:

Shri Govind Chari—*Complainant*

Versus

M/s. Pandurang Timblo Industries—*Opponent*.

PRESENT:

Shri N. K. Vani,—*Presiding Officer*.

APPEARANCES:

For the complainant.—Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union.

For the opponent.—Shri Ramesh Desai, Labour Adviser.

INDUSTRY: Mines (Iron Ore)

STATE: Goa, Daman and Diu.

Bombay the 26th August 1970

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947 by Shri Govind Chari.

2. The facts giving rise to this complaint are as follows:—

3. Reference No. CGIT-2/2 of 1969 between M/s. Pandurang Timblo Industries and their workmen regarding implementation of the final recommendations of the Central Wage Board for Iron Ore Mining Industry is pending before this Tribunal

4. According to the complainant, during the pendency of this reference, he was dismissed wrongly and illegally.

5. As the complainant is covered by the reference and as M/s. Pandurang Timblo Industries have not complied with the provisions of the Industrial Disputes Act, the complainant has filed this complaint, against the company for contravening Section 33(2)(b) of the Industrial Disputes Act.

6. The opponent has not filed any written statement in this case.

7. The complainant informed this Tribunal that his services were not terminated but were retrenched due to closure of the Garage.

8. As the complainant was represented by Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union, Shri Vaz was asked as to what he had to say about the intimation sent by the complainant. He said that he would verify the information from the complainant and intimate the same to this Tribunal.

9. On 19th August 1970, Shri Vaz has given pursis at 1/W. It is as follows:—

“Complaints No. 2/32, 2/30 and 2/28 in relation to the complaints Yeshwant Kajodkar, Govind Chari and Fottu Kakodkar,

Arising out of Reference No. CGIT-2/2 of 1969
May it please your honour,

In relation to the complaints as filed by the above workmen before this Honourable Tribunal we wish to say that we have been served with Retrenchment Notices and have not received dismissal letters. The company management has paid us some form of retrenchment compensation. Without prejudice to our right to contest the Retrenchment before an appropriate authority in regard to retrenchment wages and wrongful retrenchment we are withdrawing our complaints as filed before this Tribunal in the above cases cited above.

Dated this 19th day of August, 1970

(Sd.) 2/32, YESHWANT KAKODKAR.

(Sd.) 2/30 GOVIND CHARI,

L.H.T.I.

(Sd.) 2/28, FOTTU KAKODKAR.

The Union representing the cases as filed agrees to withdraw the above cases.

(Sd.) RAMESH DESAI

(Sd.) GEORGE VAZ,

General Secretary,

Goa Mining Labour Welfare
Union, Assonora, Goa

10. It is clear from the pursis referred to above that the complainant has not been discharged or dismissed from service by way of punishment for any misconduct, but he has been retrenched. As the complainant has been retrenched, Shri Vaz, does not want to proceed with this complaint without prejudice to his right to contest the retrenchment in appropriate proceedings. I, therefore, dismiss the complaint and pass the following orders:—

ORDER

- (i) The complaint is dismissed.
- (ii) Award is made accordingly.
- (iii) No order as to costs.

(Sd.) N. K. VANI,

Presiding Officer,
Central Government Industrial
Tribunal, No. 2, Bombay
26-8-70.

[No. 8(27)/70-LR-IV.]

S.O. 3159.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Cum-Labour Court No. 2, Bombay in the matter of an application filed under section 33A of the said Act by Shri Yeshwant Kakodkar of Messrs Pandurang Timblo Industries, Goa, Daman and Diu which was received by the Central Government on the 7th September, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, BOMBAY

COMPLAINT No. CGIT-2/32 OF 1969

ARISING OUT OF REF. No. CGIT-2/2 OF 1969

PARTIES:

Shri Yeshwant Kakodkar—Complainant.

Versus

M/s. Pandurang Timblo Industries—Opponent.

PRESENT:

Shri N. K. Vani,—Presiding Officer.

APPEARANCES:

For the complainant—Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union.

For the opponent—Shri Ramesh Desai, Labour Adviser.

INDUSTRY: Mines (Iron Ore)

STATE: Goa, Daman and Diu

Dated the 26th August 1970

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947 by Shri Yeshwant Kakodkar.

2. The facts giving rise to this complaint are as follows:—

3. Reference No CGIT-2/2 of 1969 between M/s. Pandurang Timblo Industries and their workmen regarding implementation of the final recommendations of the Central Wage Board for Iron Ore Mining Industry is pending before this Tribunal.

4. According to the complainant, during the pendency of this reference, he was dismissed wrongly and illegally.

5. As the complainant is covered by the reference and as M/s. Pandurang Timblo Industries have not complied with the provisions of the Industrial Disputes Act, the complainant has filed this complaint, against the company for contravening Section 33(2)(b) of the Industrial Disputes Act.

6. The opponent has not filed any written statement in this case.

7. The complainant informed this Tribunal that his services were not terminated but were retrenched due to closure of the Garage.

8. As complainant was represented by Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union, Shri Vaz was asked as to what he had to say about the intimation sent by the complainant. He said that he would verify the information from the complainant and intimate the same to this Tribunal.

9. On 19th August 1970, Shri Vaz has given pursals at Ex 1/W. It is as follows:—

“Complaints No. 2/32, 2/30 and 2/28 in relation to the complainants Yeshwant Kajodkar, Govind Chari and Fottu Kakodkar.

Arising out of Reference No. CGIT-2/2 of 1969.

May it please your honour,

In relation to the complaints as filed by the above workmen before this Honourable Tribunal we wish to say that we have been served with Retrenchment Notices and have not received dismissal letters. The Company management has paid us some form of retrenchment compensation. Without prejudice to our right to contest the Retrenchment before an appropriate authority in regard to retrenchment wages and wrongful retrenchment we are withdrawing our complaints as filed before this Tribunal in the above cases cited above.

Dated this 19th day of August, 1970

(Sd.) 2/32 YESHWANT KAKODKAR,

(Sd.) 2/30 GOVIND CHARI,

L.H.T.I.

(Sd.) 2/28 FOTTU KAKODKAR,

The Union representing the cases as filed agrees to withdraw the above cases.
(Sd.) RAMESH DESAI".

(Sd.) GEORGE VAZ,
General Secretary,
Goa Mining Labour Welfare Union,
Assonora, Goa.

10. It is clear from the pursis referred to above that the complainant has not been discharged or dismissed from service by way of punishment for any misconduct, but he has been retrenched. As the complainants has been retrenched Shri Vaz, does not want to proceed with this complaint without prejudice to his right to contest the retrenchment in appropriate proceedings. I, therefore, dismiss the complaint and pass the following order:—

ORDER

- (i) The complaint is dismissed.
- (ii) Award is made accordingly.
- (iii) No order as to costs.

(Sd.) N. K. VANI,
Presiding Officer
Central Government Industrial,
Tribunal, No. 2, Bombay
26-8-70.

[No. 8(29)/70-JR-IV]

New Delhi, the 14th September 1970

S.O. 3160.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Cum Labour Court No. 2, Bombay in the matter of an application under Section 33A of the said Act filed by Shri Fottu Kokodkar of Messrs Pandurang Timblo Industries, Goa, Daman and Diu which was received by the Central Government on the 7th September, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2. BOMBAY

COMPLAINT No. CGIT-2/28 OF 1969

ARISING OUT OF R&F. No. CGIT-2/2 OF 1969

PARTIES:

Shri Fottu Kakodkar—*Complainant*

Versus

M/s. Pandurang Timblo Industries—*Opponent*.

PRESENT:

Shri N. K. Vani, Presiding Officer.

APPEARANCES:

For the complainant—Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union.

For the opponent—Shri Ramesh Desai, Labour Adviser.

INDUSTRY: Mines (Iron Ore)

STATE: Goa, Daman and Diu.

Dated the 26th August, 1970

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947 by Shri Fottu Kokodkar.

2. The facts giving rise to this complaint are as follows:—

3. Reference No. CGIT-2/2 of 1969 between M/s. Pandurang Timblo Industries and their workmen regarding implementation of the final recommendations of the Central Wage Board for Iron Ore Mining Industry is pending before this Tribunal.

4. According to the complainant, during the pendency of this reference, he was dismissed wrongfully and illegally.

5. As the complainant is covered by the reference and as M/s. Pandurang Timblo Industries have not complied with the provisions of the Industrial Disputes Act, the complainant has filed this complaint, against the company for contravening Section 33(2)(b) of the Industrial Disputes Act.

6. The opponent has not filed any written statement in this case.

7. The complainant informed this Tribunal that his services were not terminated but were retrenched due to closure of the Garage.

8. As the complainant was represented by Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union Shri Vaz was asked as to what he had to say about the intimation sent by the complainant. He said that he would verify the information from the complainant and intimate the same to this Tribunal.

9. On 19th August 1970, Shri Vaz has given pursis at Ex. 1/W. It is as follows:—

“Complaints No. 2/32, 2/30 and 2/28 in relation to the complainants Yeswant Kajodkar, Govind Chari and Fottu Kakodkar.

Arising out of Reference No. CGIT-2/2 of 1969.

May it please your honour,

In relation to the complaints as filed by the above workmen before this Honourable Tribunal we wish to say that we have been served with Retrenchment Notices and have not received dismissal letters. The Company Management has paid us some form or retrenchment compensation. Without prejudice to our right to contest the Retrenchment before an appropriate authority in regard to retrenchment wages and wrongful retrenchment we are withdrawing our complaints as filed before this Tribunal in the above cases cited above.

Dated this 19th day of August, 1970.

(Sd.) 2/32 YESHWANT KAKODKAR

(Sd.) 2/30 GOVIND CHARI
L.H.T.I.

(Sd.) 2/28 FOTTU KAKODKAR

The Union representing the cases as filed agrees to withdraw the above cases.

(Sd.) RAMESH DESAI

(Sd.) GEORGE VAZ,
General Secretary,
Goa Mining Labour Welfare Union,
Assonora, Goa.

10. It is clear from the pursis referred to above that the complainant has not been discharged or dismissed from service by way of punishment for any misconduct, but he has been retrenched. As the complainant has been retrenched, Shri Vaz, does not want to proceed with this complaint without prejudice to his right to contest the retrenchment in appropriate proceedings. I, therefore, dismiss the complaint and pass the following order:—

ORDER

- (i) The complaint is dismissed.
- (ii) Award is made accordingly.
- (iii) No order as to costs.

(Sd.) N. K. VANI,
Presiding Officer,
Central Government Industrial
Tribunal No. 2, Bombay.
26-8-1970.

S.O. 3161.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri O. Venkatachalam, Chief Labour Commissioner (Central), New Delhi in the industrial dispute between the employers in relation to the National Coal Development Corporation Limited, Darbhanga House, Ranchi and their workmen, which was received by the Central Government on the 7th September, 1970.

In the matter of arbitration in the dispute between the management of M/s. N.C.D.C. Ltd and their workmen regarding payment of train fare to the monthly-rated employees of the Corporation.

PRESENT:

Shri O. Venkatachalam, Chief Labour Commissioner (Central) and Arbitrator.

Representing the Employer:

- | | |
|---|------------------------|
| 1. Shri I. B. Sanyal, Chief Personnel Officer | } N.C.D.C.,
Ranchi. |
| 2. Shri R. S. Murthy, Addl. Chief Personnel Officer | |
| 3. Shri K. D. Bhattacharya, Personnel Officer | |

Representing the Workmen

- | | |
|--|---------------------------------------|
| 1. Shri B. Dubey, General Secretary, | } Colliery Mazdoor
Sangh, Dhanbad. |
| 2. Shri Damodar Pandey, Organising Secretary, | |
| 3. Shri B. N. P. Sinha, Organising Secretary,
M. P. Colliery Workers' Federation, Chirimiri | |
| 4. Shrimati Ramnika Gupta, General Secretary, Koyala Shramik Sangathan, Hazaribagh. | |

No. Con. III/523(3)/69-Vol. II

New Delhi, dated

Sept. 1970

AWARD

The management of M/s. N.C.D.C. Ltd., Ranchi on the one hand and the Colliery Mazdoor Sangh, Dhanbad and the M.P. Colliery Workers' Federation, Chirimiri on the other, entered into a settlement on 14th January 1970 agreeing to refer the following industrial dispute for my arbitration under Section 10-A of the I.D. Act, 1947:—

“Whether monthly rated employees of NCDC appointed prior to 15th August 1967 are entitled to payment of train fare as per accepted recommendations of the Coal Wage Board or according to the service conditions applicable to them. If so, how will the existing Leave Travel Concession enjoyed by such employees be treated.”

2. The same management and the State Collieries Mazdoor Union, Bermo entered into another settlement on 17th March 1970 agreeing to refer an identical dispute for my arbitration under Section 10A of the I.D. Act. In both the settlements, the parties agreed that the decision of the Arbitrator shall be binding on them and that the Arbitrator shall make an award within a period of six months from the date on which the Agreement is published in the Gazette of India or within such further time as is extended by mutual agreement between them in writing. It was further stipulated in the Agreements that in case the Award is not made within the period mentioned above, the reference to arbitration shall stand automatically cancelled and that they shall be free to negotiate for fresh arbitration. The two settlements in question were published by the Ministry of Labour and Employment in the Gazette of India dated the 14th February, 1970 and the 23rd May, 1970 respectively. The period of six months agreed to between the parties in the earlier settlement had expired on the 13th August, 1970 but the parties agreed on 8th August 1970 at Ranchi to extend the time-limit for giving my award by a further period of two months.

3. After obtaining the statements of their case from the parties concerned with this reference as well as their rejoinders on each other's statement. I took up the cases for hearing at Ranchi on 8th August 1970. The Colliery Mazdoor Sangh, Dhanbad and the M.P. Colliery Workers' Federation, Chirimiri, were duly represented at the hearing, but no one turned up for the hearing on behalf of the State Collieries Mazdoor Union, Bermo. After a preliminary exchange of views, the hearing was adjourned to 29th August, 1970 at Varanasi, for want

of time. In the meantime, the Ministry of Labour published in the Gazette of India Extraordinary dated 1st August 1970 a notification under sub-section (3A) of Section 8A of the I.D. Act read with Rule 10A of the Industrial Disputes (Central) Rules, 1957, specifying for the information of the employer and the workmen who are not parties to the Arbitration Agreement but who are concerned in the said dispute that the persons making the said reference represented the majority of each party. A copy of this notification was endorsed to 16 other trade unions functioning in the collieries of N.C.D.C. Ltd. in different areas, who are not a party to the settlement. At the second hearing held at Varanasi on 29th August 1970 and 30th August 1970, the Colliery Mazdoor Sangh was represented by S/Shri B. Dubey and D. Pandey and others, but no one turned up on behalf of the M.P. Colliery Workers' Federation, Chirimiri or the State Collieries Mazdoor Union, Bermo. Of the 16 trade unions to whom the Ministry's notification under section 10A(3A) was forwarded, only one union viz. Koyala Shramik Sangathan was represented at this hearing by its General Secretary, Shrimati Ramnika Gupta.

4. The background of the present reference for my arbitration is this: This trade unions concerned made a demand to the effect that all monthly-rated employees should be given train fare concession every year on the same basis as daily-rated and piece-rated workers who are already being paid the return railway fare in terms of the Coal Wage Board's recommendations. As a result of direct discussions between the management and the unions concerned and later in the course of conciliation proceedings, a settlement was reached on the issue for reference of the dispute for my arbitration under Section 10A of the I.D. Act, 1947, as already set out above.

5. The prevailing practice in regard to the travel concession granted to the monthly-rated employees of the Corporation in service prior to 15th August 1967 is that those of the monthly-rated employees who are governed by the Railway Rules (whose number is small and has been diminishing) are entitled to free railway passes and P.T.O. concessions, but those who are governed by the Civil Rules as well as those are governed by the Corporation Rules (being recruits after 1st October 1956 when the Corporation came into being) are entitled to the L.T.C. concession as per Central Government Rules. The daily-rated and piece-rated workers as well as those of the monthly-rated employees recruited by the Corporation after 15th July 1967 are entitled to the return railway fares in terms of the recommendations of the Wage Board for Coal Industry. It is admitted on all hands that the monthly-rated employees of the Corporation who are governed by the Railway Rules and who are, therefore, entitled to free passes and P.T.O. concessions as admissible to State Railway employees, would like to continue to enjoy the same privileges in future. The present demand of the unions is therefore limited to the monthly-rated employees of the Corporation who are governed by the Civil Rules and the Corporation Rules who do not get any travel concession if their homes are within 400 kms. or, if they are class IV employees, within 160 kms. from the place of work. Moreover, even those of them whose homes are beyond those distances and can, therefore, claim LTC will be entitled to the concession once in two years and only in respect of the fares paid by them for journeys beyond those distances and not for the entire journeys. The number of employees involved in this issue is about 10,300. These employees were extended the benefit of return railway fares in terms of the wage board's recommendations by the management of N.C.D.C. in their circular letter No. PD/WB/Imp/Monthly staff/67/Pt.III dated 10th April 1968 (paragraph 3) issued by the Officer-in-charge, Personnel Department, but it was later cancelled by their Circular letter No. PD/WB/Imp/Monthly Staff/68 dated 17th August 1968. It was also on record that the Colliery Mazdoor Sangh has since challenged the said cancellation through a writ petition filed by them in the Hon'ble High Court at Patna.

6. As regards the merits of the workmen's demand, it was contended on behalf of the trade unions that as the monthly-rated employees of the Corporation in question have opted for the wage board's scales of pay and dearness allowance, they should be entitled also to payment of train fare as per the wage board's recommendations with retrospective effect from 15th August 1967. This privilege, according to the labour representatives, is more favourable to the workmen for the following reasons:—

- (a) the L.T.C. is granted to them once in 2 years and not every year;
- (b) the conditions for eligibility for travelling by higher classes as recommended by the Wage Board are more liberal than in the case of L.T.C.;

- (c) The L.T.C. rules do not provide for payment of train fare for the entire journey and the fare for the first 400 Kms. and 160 Kms. as the case may be, is deducted from the total train fare paid by them.

In support of their demand S/Shri B. Dubey and D. Pandey of the Colliery Mazdoor Sangh also invited attention to Clause 12 of the Standing Orders certified in appeal in 1968, in respect of the Collieries/mines of M/s. N.C.D.C. Ltd. under which the Railway Travel Facilities will be available to the workmen in accordance with the recommendations of the Central Wage Board for Coal Mining Industry as accepted by the Government of India.

7. While opposing the demand of the trade unions, the representatives of the management invited attention to the following recommendation of the Coal Wage Board (*vide* Section B of Chapter VIII of its report):—

the monthly paid staff of the N.C.D.C. who are at present governed by the Central Pay Commission's scales of pay, railway rules, Corporation rules or any other rules should be allowed to opt for the Wage Board scales of pay and other service conditions recommended by us for similar monthly rated staff of the private collieries. Such option shall be exercised within 12 months from the date the recommendations came into effect. It should, however, be clearly understood that the option once exercised shall be final and binding."

They further stated that the Corporation went a little beyond the wage board's above recommendation and gave opportunity to their monthly-rated employees to opt for either of the following alternatives:—

- "(1) I hereby opt for the pay scales, coal mines attendance bonus, dearness allowance and other conditions of service, as recommended by the Coal Wage Board and accepted by the Government of India (*viz.* sick leave, paid festival holidays, leave without pay, quarantine leave, railway fare etc.). As regards other conditions of service not covered by the above, I shall continue to be governed by the existing rules by which I am governed at present.

OR

- (2) I hereby opt for the pay scales, coal mines attendance bonus and dearness allowance recommended by the Wage Board and accepted by the Government of India and for retaining the existing conditions of service (as on 14th August 1967) by which I am governed at present. I have exercised this option after going through OM No. PD/WB/Imp/Monthly Staff/68 dated 17th August 1968".

It was stated on behalf of the management (and this was confirmed by the labour representatives) that almost all the monthly-rated employees exercised their option in favour of the second alternative. (About 130 of them did not exercise any option). The management, therefore, contended that in terms of their own option, the employees will be governed in the matter of travel concession by the pre-existing conditions of service as on 14th August 1967 (*i.e.*) L.T.C. as per Central Government Rules and cannot claim the return railway fare in terms of the wage board's recommendations. I see considerable force and logic in this stand taken by management and it appears to me that when the monthly-rated employees gave their option for the second alternative, they were more concerned about their privileges for earned leave, holidays, etc. rather than for the travel concessions. Perhaps, their demand for the grant of return railway fares under the wage board's recommendations is an after-thought, as the trade unions had raised a dispute over this issue only in the latter part of 1969. However, their claim for this privilege in terms of Clause 12 of the Certified Standing Orders is unassailable if only for the reason that those standing orders which came into force on 13th December 1968 will have an over-riding effect on the Corporation's Rules or the options of the employees exercised by them before the Standing Orders came into force. On this question, the representatives of the management invited attention to sub-clause (1) of Clause 24 of the said Standing Orders according to which those monthly-paid employees who are governed by the Corporation Rules and are not exempted under Rule 13B of the Industrial Employment (Standing Orders) Act, 1946 shall continue to enjoy the existing benefits as available to them at present, and argued that this clause over-rides the earlier Clause 12 of the Certified Standing Orders and as such the said employees cannot claim the return railway fares in terms of the Wage Board's recommendations. In reply, S/Shri Dubey

and Pandey rightly pointed out the untenable character of the management's stand in this regard and said that clause 24 being a Saving Clause is intended to protect the existing benefits of the employees outside the scope of the Standing Orders wherever they are more favourable to the employees and not to over-ride or nullify any of the provisions of the Standing Orders seeking to grant better benefits or protection to the employees. I must accept these contentions of the Unions and hold that the monthly-rated employees of the Corporation who are governed by the Civil Rules or the Corporation Rules will be entitled to the return railway fares in terms of the wage board's recommendation if they consider them more favourable than the leave travel concession admissible to them as for Central Government employees. It was then pointed out on behalf of the management that the Standing Orders are not applicable to the Corporation employees, both daily-rated and monthly-rated working in its headquarters office at Ranchi. This has not been refuted by the labour representatives who, however, stated that it would be anomalous if the management were to deny to the relatively small number of employees working in their Head Office the more favourable travel concession extended to the large majority of monthly-rated employees working in their collieries/mines in terms of the wage board's recommendations. The representative of the Koyala Shramik Sangathan stated that the Railway concession now being granted to the daily-rated workman as per the Wage Board's Recommendations is only for the employee himself and not for his family members and pleaded that the concession should be given both to the employee and his family members. She even suggested that the terms of reference for my arbitration be amended accordingly. I am unable to agree with these plea which go far beyond the terms of reference made to me.

8. In the circumstances, I hold that the monthly-rated employees of M/s. N.C.D.C. Ltd., who are governed by the Corporation Rules and by the certified Standing Orders as well as those who did not exercise any option should be given the option to choose the leave travel concession admissible to them as for Central Government employees or the return railway fare admissible under the recommendations of the wage board for coal mining industry. The employees should be given one month's time to exercise their option and the option once exercised shall be treated as final and binding for the rest of the employees' service under the Corporation. As the Standing Orders came into force from 13th December, 1968, the option could have been given effect from 1st January, 1969, but as the employees would have already availed of the travel concession for the year 1969, I direct that the option shall be operative from 1st January, 1970. However, where an employee has already availed of the leave travel concession for the block of two years including 1970 or 1971, the option shall be operative in his case with effect from 1st January, 1971 or 1st January, 1972 as the case may be.

(Sd.) O. VENKATACHALAM,
Chief Labour Commissioner (Central)
and Arbitrator.

[No. 8/63/70-LR.II.]

New Delhi, the 15th September 1970

S.O. 3162.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee. District Dhanbad and their workmen, which was received by the Central Government on the 8th September, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD
REFERENCE No. 62 OF 1969

PRESENT:

Sci Sachidanand Sinha, M.A.M.L., Presiding Officer

PARTIES:

Employers in relation to Kharkharee Colliery
And

Their workmen.

APPEARANCES:

For Employers.—Sri P. K. Bose, Advocate.

For workmen.—Sri R. Mitra, Secretary.

INDUSTRY: Coal

STATE: Bihar

Dhanbad, dated the 28th of August 1970

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Kharkharee colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen, by its order No. 2/113/69-LRII dated the 7th of August, 1969 referred to this Tribunal under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The Schedule is extracted below:--

SCHEDULE

"Whether the action of the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad in refusing employment to Sarvashri Sona Ram Gope and Ram Prasad Rewani, Prop. Mistries with effect from the 18th August, 1968 and the 16th July, 1968 respectively is justified? If not, to what relief are the workmen entitled?"

2. The Secretary, Bihar Koyala Mazdoor Sabha, Chhatatana Bazar, P.O. Kusunda, District Dhanbad filed written statement on the 17th of January, 1970 on behalf of the workmen. Their case is that the concerned workmen Sri Sonaram Gope and Ram Prasad Rewani are the permanent employees. The concerned workmen are active trade union workers and they are leading organisers of the Bihar Koyala Mazdoor Sabha. The trade union activities of these concerned workmen were disliked by the management and with a view to harass and victimize them, the management illegally laid off these workmen with effect from 18th August, 1968 and 16th July, 1968 respectively on a flimsy ground and consequently refused employment to these concerned workmen. According to the Union the management was not justified in refusing employment to these concerned workmen and that they are entitled to be reinstated with full back-wages.

3. The management have filed written statement on 14th October, 1969. Their case is that the concerned workmen S/Sri Sonaram Gope and Ram Prasad Rewani were working as prop. Mistry at the relevant time. On account of the gradual reduction in work there were no sufficient work for prop. mistries and that for the above reasons the concerned workmen were laid off with effect from 18th August, 1968 and 16th July, 1968 respectively. This action of the management was bona-fide and justified. This lay-off continued for about 3 months and the concerned workmen were paid lay off compensation for this period.

4. According to the management it was found that there was no possibility of absorbing the concerned workmen in fore-seeable future and therefore, they were offered due retrenchment compensation. It has been further mentioned that the concerned workmen were junior most in their categories and no new prop. mistries have been appointed after they were laid off, and accordingly the concerned workmen are not entitled to any relief.

5. The point for consideration is whether the management was justified in refusing employment to these concerned workmen with effect from the 18th of August, 1968 and 16th of July, 1968 respectively?

6. The management examined one witness viz. Sri S. C. Jain, who is Director of Kharkharee Colliery and Union also examined one witness viz. Sri Ram Prasad Rewani, the concerned workman, and 2 items of documents have been exhibited on behalf of the union and they are marked as Ext. W-1 and W-2.

7. In this dispute there are certain admitted facts. The concerned workmen Sri Sonaram Gope and Ram Prasad Rewani, Prop. Mistries were laid off with effect from 18th of August, 1968 and 16th of July, 1968 respectively and that the lay off compensation was paid to them for the period of three months. When there was no possibility of absorbing them into their job they were offered retrenchment compensation by the management which the concerned workmen did not accept. Even before the conciliation proceeding the case of the management was that the concerned workmen were surplus to their requirements and that the management had paid them lay off compensation for the period of three months and they are ready to pay them the retrenchment compensation according to law but the concerned workmen did not accept it.

8. The case made out by the union is that these concerned workmen were active trade union workers of the Bihar Koyala Mazdoor Sabha and that the lawful trade union activities were disliked by the management and therefore, the management first laid off and thereafter wants to get rid of them by paying retrenchment compensation.

9. In this connection the concerned workman Sri Ram Prasad Rewani has stated in his evidence that prior to his being laid off he was not a member of any union and that after he was laid off he went to the union in order to raise his grievance and on his initiative the union has raised the present dispute. Therefore, according to the concerned workman himself he was not a member of any union before he was laid off and therefore there is no question of victimization on account of their trade union activities.

10. In his evidence in chief he has stated that the management was annoyed with him because he was demanding wages according to the recommendations of the Wage Board. But he is an illiterate person and he has no knowledge as to when the recommendations of the Wage Board became admissible and that there is no sufficient material evidence before me to hold that he was demanding wages according to the recommendations of the Central Wage Board.

11. Therefore, I hold that the plea taken by the union that the concerned workmen were victimized for their trade union activities does not appear to be correct. The lay off appears to me *bonafide*. There is no evidence before me to hold that there was any *malafide* motive with the management in laying off these concerned workmen.

12. MW-1 Sri S. C. Jain, Director of the Kharkharee Colliery has stated in his evidence that some of the mines were closed and the working faces were reduced and therefore, these workmen were found surplus and they were paid laid off compensation for the period of three months and thereafter they were offered the retrenchment compensation but the concerned workmen refused to receive it. He further stated that the concerned workmen were the junior most among the Prop. Mistries and after they were laid off no new hand is recruited. The other workmen Sri Sonaram Gope has not been examined by the union to say that the workmen junior to them are retained by the management.

13. In this view of the evidence I find that the management was justified in refusing employment to S/Sri Sonaram Gope and Ram Prasad Rewani, Prop. Mistries with effect from the 18th of August, 1968 and 16th of July, 1968 respectively. These workmen were rightly laid off from the aforesaid dates and they are only entitled to lay off compensation according to Section 25(C) of the Industrial Disputes Act, 1947.

14. This is my award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,
Presiding Officer.
[No. 2/113/69-LRIL.]

S.O. 3163.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri O. Venkatachalam, Chief Labour Commissioner (Central), New Delhi, in the industrial dispute between the employers in relation to the National Coal Development Corporation Limited, Darbhanga House, Ranchi, and their workmen, which was received by the Central Government on the 7th September, 1970.

In the matter of arbitration in the dispute between the management of M/s. N.C.D.C. Ltd. and their workmen regarding payment of train fare to the monthly-rated employees of the Corporation.

PRESENT:

Shri O. Venkatachalam, Chief Labour Commissioner (Central) and Arbitrator.

Representing the Employer:

- | | |
|--|------------------------|
| 1. Shri I. B. Sanyal, Chief Personnel Officer. | } N.C.D.C.,
Ranchi. |
| 2. Shri R. S. Murthy, Addl. Chief Personnel Officer. | |
| 3. Shri K. D. Bhattacharya, Personnel Officer. | |

Representing the Workmen:

1. Shri B. Dubey, General Secretary.
2. Shri Damodar Pandey, Organising Secretary.
3. Shri B. N. P. Sinha, Organising Secretary, M.P. } Colliery Mazdoor Sangh,
Colliery Workers' Federation, Chirimiri. } Dhanbad.
4. Shrimati Ramnika Gupta, General Secretary,
Koyala Shramik Sangathan, Hazaribagh.

No. Con.III/523 (3) /69-Vol. II, New Delhi.I

dated

September, 1970.

AWARD

The management of M/s. N.C.D.C. Ltd., Ranchi on the one hand and the Colliery Mazdoor Sangh, Dhanbad and the M.P. Colliery Workers' Federation, Chirimiri on the other, entered into a settlement on 14th January, 1970 agreeing to refer the following industrial dispute for my arbitration under Section 10-A of the I.D. Act, 1947:--

"Whether monthly rated employees of NCDC appointed prior to 15th August, 1967 are entitled to payment of train fare as per accepted recommendations of the Coal Wage Board or according to the service conditions applicable to them. If so, how will the existing leave Travel Concession enjoyed by such employees be treated."

2. The same management and the State Collieries Mazdoor Union, Bermo entered into another settlement on 17th March, 1970 agreeing to refer an identical dispute for my arbitration under Section 10A of the I.D. Act. In both the settlements, the parties agreed that the decision of the Arbitrator shall be binding on them and that the Arbitrator shall make an award within a period of six months from the date on which the Agreement is published in the Gazette of India or within such further time as is extended by mutual agreement between them in writing. It was further stipulated in the Agreements that in case the Award is not made within the period mentioned above, the reference to Arbitration shall stand automatically cancelled and that they shall be free to negotiate for fresh arbitration. The two settlements in question were published by the Ministry of Labour and Employment in the Gazette of India dated the 14th February, 1970 and the 23rd May, 1970 respectively. The period of six months agreed to between the parties in the earlier settlement had expired on the 13th August, 1970 but the parties agreed on 8th August, 1970 at Ranchi to extend the time-limit for giving my award by a further period of two months.

3. After obtaining the statements of their case from the parties concerned with this reference as well as their rejoinders on each other's statement, I took up the cases for hearing at Ranchi on 8th August, 1970. The Colliery Mazdoor Sangh, Dhanbad and the M. P. Colliery Workers' Federation, Chirimiri, were duly represented at the hearing, but no one turned up for the hearing on behalf of the State Collieries Mazdoor Union, Bermo. After a preliminary exchange of views, the hearing was adjourned to 29th August, 1970 at Varanasi, for want of time. In the meantime, the Ministry of Labour published in the Gazette of India Extraordinary dated 1st August, 1970 a notification under sub-section (3A) of Section 10A of the I.D. Act read with Rule 10A of the Industrial Disputes (Central) Rules, 1957, specifying for the information of the employer and the workmen who are not parties to the Arbitration Agreement but who are concerned in the said dispute that the persons making the said reference represented the majority of each party. A copy of this notification was endorsed to 16 other trade unions functioning in the collieries of N.C.D.C. Ltd. in different areas, who are not a party to the settlement. At the second hearing held at Varanasi on 29th August, 1970 and 30th August, 1970, the Colliery Mazdoor Sangh was represented by S/Shri B. Dubey and D. Pandey and others, but no one turned up on behalf of the M. P. Colliery Workers' Federation, Chirimiri or the State Collieries Mazdoor Union, Bermo. Of the 16 trade unions to whom the Ministry's notification under section 10A(3A) was forwarded, only one union viz. Koyala Shramik Sangathan was represented at this hearing by its General Secretary, Shrimati Ramnika Gupta.

4 The background of the present reference for my arbitration is this: The trade unions concerned made a demand to the effect that all monthly-rated employees should be given train fare concession every year on the same basis as daily-rated and piece-rated workers who are already being paid the return railway fare in terms of the Coal Wage Board's recommendations. As a result of direct dis

ussions between the management, and the unions concerned and later in the course of conciliation proceedings, a settlement was reached on the issue for reference of the dispute for my arbitration under Section 10A of the I.D. Act, 1947, as already set out above.

5. The prevailing practice in regard to the travel concession granted to the monthly-rated employees of the Corporation in service prior to 15th August, 1967 is that those of the monthly-rated employees who are governed by the Railway Rules (whose number is small and has been diminishing) are entitled to free railway passes and P.T.O. concessions, but those who are governed by the Civil Rules as well as those governed by the Corporation Rules (being recruits after 1st October, 1956 when the Corporation came into being) are entitled to the L.T.C. concession as per Central Government Rules. The daily-rated and piece-rated workers as well as those of the monthly-rated employees recruited by the Corporation after 15th July, 1967 are entitled to the return railway fares in terms of the recommendations of the Wage Board for Coal Industry. It is admitted on all hands that the monthly-rated employees of the Corporation who are governed by the Railway Rules and who are, therefore, entitled to free passes and P.T.O. concessions as admissible to State Railway employees, would like to continue to enjoy the same privileges in future. The present demand of the unions is therefore limited to the monthly-rated employees of the Corporation who are governed by the Civil Rules and the Corporation Rules who do not get any travel concession if their homes are within 400 kms. or if they are class IV employees, within 160 kms. from the place of work. Moreover, even those of them whose homes are beyond those distances and can, therefore, claim L.T.C. will be entitled to the concession once in two years and only in respect of the fares paid by them for journeys beyond those distances and not for the entire journeys. The number of employees involved in this issue is about 10,300. These employees were extended the benefit of return railway fares in terms of the wage board's recommendations by the management of N.C.D.C. in their circular letter No. PD/WB/Imp/Monthly Staff/67/Pt.III dated 10th April, 1968 (paragraph 3) issued by the Officer-in-charge, Personnel Department, but it was later cancelled by their Circular letter No. PD/WB/Imp/Monthly Staff/68 dated 17th August, 1968. It was also on record that the Colliery Mazdoor Sangh has since challenged the said cancellation through a writ petition filed by them in the Hon'ble High Court at Patna.

6. As regards the merits of the workmen's demand, it was contended on behalf of the trade unions that as the monthly-rated employees of the Corporation in question have opted for the wage board's scales of pay and dearness allowance, they should be entitled also to payment of train fare as per the wage board's recommendations with retrospective effect from 15th August, 1967. This privilege, according to the labour representatives, is more favourable to the workmen for the following reasons:—

- (a) the L.T.C. is granted to them in 2 years and not every year;
- (b) the conditions for eligibility for travelling by higher classes as recommended by the Wage Board are more liberal than in the case of L.T.C.;
- (c) the L.T.C. rules do not provide for payment of train fare for the entire journey and the fare for the first 400 kms. and 160 kms. as the case may be is deducted from the total train fare paid by them.

In support of their demand S/Shri B. Dubey and D. Pandey of the Colliery Mazdoor Sangh also invited attention to Clause 12 of the Standing Orders certified in appeal in 1968, in respect of the Collieries/mines of M/s. N.C.D.C. Ltd. under which the Railway Travel Facilities will be available to the workmen in accordance with the recommendations of the Central Wage Board for Coal Mining Industry as accepted by the Government of India.

7 While opposing the demand of the trade unions, the representatives of the management invited attention to the following recommendation of the Coal Wage Board (vide section B of Chapter VIII of its report):—

"...the monthly paid staff of the N.C.D.C. who are at present governed by the Central Pay Commission's scales of pay, railway rules, Corporation rules or any other rules should be allowed to opt for the Wage Board scales of pay and other service conditions recommended by us for similar monthly-rated staff of the private collieries. Such option shall be exercised within 12 months from the date the recommendations came into effect. It should, however, be clearly understood that the option once exercised shall be final and binding."

They further stated that the Corporation went a little beyond the Wage Board's above recommendation and gave opportunity to their monthly-rated employees to opt for either of the following alternatives:—

- "(1) I hereby opt for the pay scales, coal mines attendance bonus, dearness allowance and other conditions of service, as recommended by the Coal Wage Board and accepted by the Government of India (viz. sick leave, paid festival holidays, leave without pay, quarantine leave, railway fare, etc.).

As regards other conditions of service not covered by the above, I shall continue to be governed by the existing rules by which I am governed at present.

OR

- (2) I hereby opt for the pay scales, coal mines attendance bonus and dearness allowance recommended by the Wage Board and accepted by the Government of India and for retaining the existing conditions of service (as on 14th August, 1967) by which I am governed at present.

I have exercised this option after going through OM No PD/WB/Imp/Monthly Staff/68 dated 17th August, 1968".

It was stated on behalf of the management (and this was confirmed by the labour representatives) that almost all the monthly-rated employees exercised their option in favour of the second alternative. (About 130 of them did not exercise any option). The management, therefore, contended that in terms of their own option, the employees will be governed in the matter of travel concession by the pre-existing conditions of service as on 14th August, 1967 (i.e.) L.T.C. as per Central Government Rules, and cannot claim the return railway fare in terms of the Wage Board's recommendations. I see considerable force and logic in this stand taken by management and it appears to me that when the monthly-rated employees gave their option for the second alternative, they were more concerned about their privileges for earned leave, holidays, etc. rather than for the travel concessions. Perhaps, their demand for the grant of return railway fares under the Wage Board's recommendations is an after-thought, as the trade unions had raised a dispute over this issue only in the latter part of 1969. However, their claim for this privilege in terms of Clause 12 of the Certified Standing Orders is unassailable if only for the reason that these standing orders which came into force on 13th December, 1968 will have an over-riding effect on the Corporation's Rules or the options of the employees exercised by them before the Standing Orders came into force. On this question, the representatives of the management invited attention to sub-clause (1) of clause 24 of the said Standing Orders according to which those monthly-paid employees who are governed by the Corporation Rules and are not exempted under Rule 13B of the Industrial Employment (Standing Orders) Act, 1946 shall continue to enjoy the existing benefits as available to them at present, and argued that this clause over-rides the earlier Clause 12 of the Certified Standing Orders and as such the said employees cannot claim the return railway fares in terms of the Wage Board's recommendations. In reply, S/Shri Dubey and Pandey rightly pointed out the untenable character of the management's stand in this regard and said that clause 24 being a Saving Clause is intended to protect the existing benefits of the employees outside the scope of the Standing Orders wherever they are more favourable to the employees and not to over-ride or nullify any of the provisions of the Standing Orders seeking to grant better benefits or protection to the employees. I must accept these contentions of the Unions and hold that the monthly-rated employees of the Corporation who are governed by the Civil Rules or the Corporation Rules will be entitled to the return railway fares in terms of the Wage Board's recommendation if they consider them more favourable than the leave travel concession admissible to them as for Central Government employees. It was then pointed out on behalf of the management that the Standing Orders are not applicable to the Corporation employees, both daily-rated and monthly-rated working in its headquarters office at Ranchi. This has not been refuted by the labour representatives who however, stated that it would be anomalous if the management were to deny to the relatively small number of employees working in their Head Office the more favourable travel concession extended to the large majority of monthly-rated employees working in their collieries/mines in terms of the wage board's recommendations. The representative of the Kovala Shramik Sangathan stated that the Railway concession now being granted to the daily-rated workmen as per the Wage Board's Recommendations is only for the employee himself and not for his family members and pleaded that the concession should be given both to the employee and his family members. She even suggested that

the terms of reference for my arbitration be amended accordingly. I am unable to agree with these pleas which go far beyond the terms of reference made to me.

8. In the circumstances, I hold that the monthly-rated employees of M/s. N.C.D.C. Ltd. who are governed by the Corporation Rules and by the certified Standing Orders as well as those who did not exercise any option should be given the option to choose the leave travel concession admissible to them as for Central Government employees or the return railway fare admissible under recommendations of the wage board for coal mining industry. The employees should be given one month's time to exercise their option and the option once exercised shall be treated as final and binding for the rest of the employees' service under the Corporation. As the standing Orders came into force from 13th December, 1966, the option could have been given effect from 1st January, 1969, but as the employees would have already availed of the travel concession for the year, 1969 I direct that the option shall be operative from 1st January, 1970. However, where an employee has already availed of the leave travel concession for the block of two years including 1970 or 1971, the option shall be operative in his case with effect from 1st January, 1971 or 1st January 1972 as the case may be.

Sd/- O. VENKATACHALAM.

Chief Labour Commissioner (Central), and Arbitrator

[No. 8/17/70-LR.II.]

New Delhi, the 16th September 1970

S.O. 3164.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Cum-Labour Court No. 2, Bombay in the matter of an application under Section 33A of the Said Act filed by Shri Vishnu Dabalkar of Messrs Pandurang Timblo Industries, Goa, Daman and Diu, which was received by the Central Government on the 10th September, 1970.

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

COMPLAINT No. CGIT-2/35 of 1969

ARISING OUT OF REF. No. CGIT-2/2 of 1965

PARTIES:

Versus

Shri Vishnu Dabalkar.—Complainant.

M/s. Pandurang Timblo Industries.—Opponent

PRESENT:

Shri N. K. Vani.—Presiding Officer.

For the complainant.—Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union.

For the opponent.—Shri Ramesh Desai, Labour Adviser.

APPEARANCES:

INDUSTRY: Mines (Iron Ore).

STATE: Goa, Daman and Diu

Dated the 3rd September, 1970

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947 by Shri Vishnu Dabalkar against M/s. Pandurang Timblo Industries, Margao.

2. The facts giving rise to this complaint are as follows:—

3. Reference No. CGIT-2/2 of 1969 between M/s. Pandurang Timblo Industries and their workmen regarding implementation of the final recommendations of the Central Wage Board for Iron Ore Mining Industry is pending before this Tribunal.

4. The complainant is in the employment of M/s. Pandurang Timblo Industries. He is covered by the reference in question.

5. According to the complainant, during the pendency of the reference, the opponent illegally and wrongfully dismissed him from service, contravening the

provisions of Section 33 of the Industrial Disputes Act. He has, therefore filed this complaint for redressing his grievances.

6. On 20th August, 1970, the opponent has given application at Ex. 1/E. It is as follows:—

"May it please your Honour

The opposite party in above complaint crave leave to submit that Shri Vishnu Dabalkar has not been dismissed as stated by him, but he stands retrenched. We would like to further submit that the complaint has not come to the office to receive the compensation."

7. Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union representing the employee has given in writing as follows:—

"As the complainant has not been either discharged or dismissed and as he has been retrenched, complainant does not want to proceed with the complaint, keeping his legal remedy that may be open to him and without prejudice to his contention."

8. It appears from Ex. 1/E referred to above and the say of the complainant that during the pendency of this reference the opponent has not discharged, or dismissed him from service. The opponent has, however, retrenched him.

9. The complainant does not want to proceed with the complaint as he has been retrenched and as he wants to take legal steps that may be open to him in respect of retrenchment compensation etc., I, therefore, dismiss the complaint and pass the following order:—

ORDER

- (i) The complaint is dismissed.
- (ii) Award is made accordingly.
- (iii) No order as to costs.

N. K. VANI,
Presiding Officer,
Central Government Industrial,
Tribunal No. 2, Bombay.

[No. 8(30)/70-LR-IV.]

S.O. 3165.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Cum-Labour Court No. 2, Bombay in the matter of an application under section 33A of the said Act, filed by Shri Joittam B. Hornecar of Messrs Pandurang Timblo Industries, Goa, Daman and Diu, which was received by the Central Government on the 10th September, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 BOMBAY

COMPLAINT No. CGIT-2/33 of 1969

ARISING OUT OF REF. No. CGIT-2/2 of 1969

PARTIES:

Shri Joittam B. Hornecar (Fatarpurker).—*Complainant.*

Versus

M/s. Pandurang Timblo Industries.—*Opponent.*

PRESENT:

Shri N. K. Vani.—*Presiding Officer.*

APPEARANCES:

For the complainant.—Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union.

For the opponent.—Shri Ramesh Desai, Labour Adviser.

INDUSTRY: Mines (Iron Ore).

STATE: Goa, Daman and Diu.

Dated the 3rd September, 1970

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947 by Joittam B. Hornecar (Fatarpurker) against M/s. Pandurang Timblo Industries, Margao.

2. The facts giving rise to this complaint are as follows:—

3. Reference No. CGIT-2/2 of 1969 between M/s. Pandurang Timblo Industries and their workmen regarding implementation of the final recommendations of the Central Wage Board for Iron Ore Mining Industry is pending before this Tribunal.

4. The complainant is in the employment of M/s. Pandurang Timblo Industries. He is covered by the reference in question.

5. According to the complainant, during the pendency of the reference, the opponent illegally and wrongfully dismissed him from service, contravening the provision of Section 33 of the Industrial Disputes Act. He has, therefore, filed this complaint for redressing his grievances.

6. On 20th August, 1970, the opponent has given application at Ex. 1/E, which is as follows:—

"May it please your Honour

The complainant in the above complaint has not been discharged or dismissed or retrenched by the Opp. Party. The Opp. Party therefore, pray that the complaint be dismissed forthwith."

7. Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union, representing the employee has given in writing as follows:—

"As the complainant has not been either discharged or dismissed, complainant does not want to proceed with the complaint."

8. In the present case, it appears that the complainant was under wrong impression that he was dismissed from service, though, in fact, he was neither dismissed nor discharged, nor retrenched by the opponent. As the opponent has not altered the conditions of service of the complainant during the pendency of reference No. CGIT-2/2 of 1969, it cannot be said that the opponent has contravened the provisions of Section 33 of the Industrial Disputes Act, 1947. Hence it was not necessary for the complainant to take any recourse under Section 33A of the Industrial Disputes Act. This complaint, therefore, fails.

9. In the end I pass the following order:—

ORDER

- (i) The opponent has not contravened the provisions of Section 33 of the Industrial Disputes Act, 1947.
- (ii) The complaint is dismissed.
- (iii) Award is made accordingly.
- (iv) No order as to costs.

N. K. VANI,
Presiding Officer,
Central Government Industrial
Tribunal No. 2, Bombay.

[No. 8(31)/70-LR-IV.1

S.O. 3166.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Rajasthan, Jaipur in the industrial dispute between the employers in relation to the management of Messrs Jaipur Udyog Limited Swalmadhapur and their workmen, which was received by the Central Government on the 11th September, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR

PRESENT

Shri Gopal Narain Sharma—Presiding Officer

CASE NO. CIT—23 OF 1969

Ref:—Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour & Employment) New Delhi, Order No. 36(31)/69-LRIV dated 27th October, 1969.

**IN THE MATTER OF AN INDUSTRIAL DISPUTE
BETWEEN**

The Management of Jaipur Udyog Limited, Phalodi Quarry, Sawai Madhopur
AND
Their Workmen

Date of Award:

6th June, 1970

AWARD

The Central Government by its order dated the 27th October, 1969 referred the following dispute between the employers in relation to the Management of Jaipur Udyog Limited, Phalodi quarry, Sawai Madhopur and their workmen to this Tribunal for adjudication:—

“Whether the 63 workmen mentioned in Column 2 of the attached list, employed in the Phalodi Quarry of Messers Jaipur Udyog Limited, Sawai Madhopur are entitled to be redesignated and put in the grades indicated against their names in Columns 5 and 6 respectively of the said list, and if so, from what date?”

Sl. No.	Name	Designation	Grade	Working as	Grade of which duties are being performed	Place where working
1	2	3	4	5	6	7
1.	Namangsingh	Dresser	C	Compounder	First	Hospital
2.	Kalimuddin	“	C	“	“	“
3.	Dhansingh	Peon	E	Dresser	C	“
4.	Jagmalsingh	Beldar	E	“	C	“
5.	Shivnarain	Super	First	T.K.K.K.	Second	Sada Kund
6.	Jaswantsingh	A.S.	C	Supervisor	First	Dumeda
7.	Virendrapratap	A.S.	“	“	“	H. No. 2
8.	Hajarilal Sharma	Salesman	“	Clerk	First	Canteen
9.	Sulakhansingh	Beldar	E	A.S.	C	Dumeda
10.	Chatrulal	Beldar	E	A.S.	C	L.A.
11.	Pujari	Beldar	E	A.S.	C	S.K.
12.	Prabhu Dayal Gupta	“	E	A.S.	C	S.K.
13.	Morsingh	A.S.	C	Clerk	First	V.S.
14.	Chhotesingh	Beldar	E	A.S.	C	Chakki
15.	Bajranga s/o Genda	“	E	Nat	D	Engine No. 4
16.	Radhesyam Sharma	“	E	Cook	E	Canteen
17.	Gitam	“	E	Peon	D	S.K.
18.	Phoolchand Ukar	“	E	Peon	D	S.K.
19.	Gopal	“	F	Peon	D	S.K.
20.	Dharampalsingh	“	E	I.B.	D	Store
21.	Bhanwarsingh Suraj Singh	“	F	I.B.	D	Store
22.	Chhotu	“	F	I.B.	D	Store
23.	Panesingh	“	E	Peon	D	L.A.
24.	Girdharsingh	“	E	“	D	T.A.
25.	Bhanwarsingh	“	E	“	D	T.A.
26.	Hariballabh Kalu	“	F	“	D	T.A.
27.	Ghanshyam Sharma Kalyan	“	F	“	D	T.A.
28.	Narain	“	E	“	D	T.A.
29.	Gangaram Moolchand	“	E	“	D	Engine No. 4
	Hari Prasad Sharma	“	E	“	D	“
	Harchand	“	“	“	“	“
31.	Kana Narayan	“	E	“	D	“
32.	Gangasingh	“	E	Mate	“	T.A.
33.	Bhumsingh	“	E	“	“	“
34.	Gangasingh	“	L	“	“	“
35.	Ramdayal Nathumal	“	E	A.P.F.	C	Engine No. 4
36.	Dalchand Govinda	“	E	A.P.F.	C	House No. 26
37.	Jograj	Helper	D	Beldar	C	Workshop
38.	Dasrathsingh	Beldar	L	A.P.F.	C	Sada Kund
39.	H. M. Patel	MKDAA	A	Mechanic	Third	Supervisory
40.	Karnilsingh	Helper	D	Beldar	C	Workshop
41.	Shivshankar Sharma	Driver	B	L.F.	A	Loco
42.	Hansraj	Fitter	A	Mechanic	Third	Supervisor
43.	Karmkhan	H.A.	A	H.F.	A	House No. 26
44.	Mohammaddin	“	C	“	B	“

1	2	3	4	5	6	7
45.	Jagdish	Driver	B	L.F.	A	Loco
46.	Gokulchand	Helper	E	Truck Driver	C	M.G
47.	Salimbhag	P.F.	C	Fitter	B	V.S.
48.	Ratansingh	Beldar	F	P.D.	C	"
49.	Sugansingh	Beldar	E	A.F.	C	"
50.	Ghutya	"	E	M.Man	C	Dresser
51.	Janshi	"	E	"	C	"
52.	Virdhichand	Peon	D	Turner	C	B.S.
53.	Srikishen	Beldar	F	L.D.	C	Loco
54.	Janshi	Helper	E	L. Driver	C	"
55.	Gangaram	"	E	"	C	"
56.	Chhoga	Beldar	E	"	C	"
57.	Bindukhan	Engine Driver	A	L Driver	A	"
58.	Prahlad Singh	L.Driver	C	Fitter	B	"
59.	Gangavishan	Engine Driver	B	L. Driver	B	"
60.	Rama	"	B	P.F.	B	Prospecting
61.	Pailu	"	B	L.D.	B	Loco
62.	Chhutan	Beldar	E	Mate	D	House No. 26
63.	Rambir	Beldar	E	F.B.	D	Store

During the pendency of proceedings the Management of Jaipur Udyog Limited, Sawai Madhopur and the Cement Mines Karamchhari Sangh, Sawai Madhopur mutually settled the dispute out of Court and filed an application along with the Memo of Settlement. The representatives of the parties prayed for passing an award in terms of the settlement.

The terms of Settlement appear to be quite reasonable and fair. Hence an award in terms of the settlement is passed. A copy of the settlement shall form part of the award. The award be submitted to the Central Government for publication.

GOPAL NARAIN SHAMA,
Presiding Officer,
Central Government Industrial Tribunal,
Rajasthan, Jaipur

MEMORANDUM OF SETTLEMENT

Dated 4th June, 1970

Names of parties:

Representing the Jaipur Udyog Limited,
Phalodi Quarry, Sawaimadhopur.

Shri T.C. Mahajan,
Suprintendent, Quarries.

Representing workmen through the Cement Mines
Karamchhari Sangh, Phalodi Quarry, Sawai-
Madhopur.

{ 1. Shri Devilal Shandilya, General
Secretary.
2. Shri Ram Dayal, Jr. Secretary.

Whereas an industrial dispute Reference No. CIT-23 of 1969 is pending before the Central Government Industrial Tribunal, Jaipur, between the Jaipur Udyog Limited, Phalodi Quarry Sawaimadhopur, represented by the Superintendent, Quarries, of the one part and the Cement Mines Karamchhari Sangh, Phalodi Quarry, represented by Shri Devilal Shandilya, General Secretary and Shri Ram Dayal, Jr. Secretary, of the other part.

And whereas both the parties, after mutual discussions, are desirous of settling the above industrial dispute, they mutually agree as under:—

1. Mr. Naurang Singh, Dresser, C. grade—will be re-designated as 'Compounder' in I grade, subject to his being competent to be appointed as a Compounder under the relevant provisions of law.
2. Mr. Kalumuddin Case dropped by the Sangh.
3. Mr. Dhan Singh, Peon Case dropped by the Sangh.
4. Mr. Jagmal Singh, Beldar, E grade—will be re-designated as 'Dresser' in C grade.

5. Mr. Shiv Narain—already re-designated as 'Time-Keeper-cum-Clerk' in I grade . . . } Case dropped by the Sangh.
 6. Mr. Jaswant Singh, Asstt. Supervisor—already re-designated as 'Supervisor' in I grade. . . } Case dropped by the Sangh.
 7. Mr. V. P. Singh—Left the employment of the Company. . . } Case dropped by the Sangh.
 8. Mr. Hazarilal, Salesman, C Grade—will be re-designated as 'Clerk-cum-Salesman' in I grade.
 9. Mr. Sulakhan Singh, Beldar
 10. Mr. Chatru Lal, Mate
- { Will be re-designated as 'Asst. Super-
visors' in C. grade.
Shri Sulakhan Singh's change of designa-
tion and grade is subject to his obtaining
the Mining Mate's Certificate
31-12-1970.
11. Pujari, Beldar . . . } Case dropped by the Sangh.
 12. Mr. P. D. Gupta, Beldar, E grade . . . } Will be re-designated as 'Mate' in his
existing grade, subject to his obtaining
the Mining Mate's Certificate by 31-12-
1970.
 13. Mr. Mohar Singh, Assistant Supervisor, C grade. . . } Case dropped by the Sangh.
 14. Mr. Chhote Singh, Beldar, E grade . . . } Will be re-designated as 'Asstt. Supervisor
in C grade.
 15. Mr. Bajranga, Beldar, E grade . . . } Case dropped by the Sangh.
 16. Mr. Radhey Shyam, Beldar, E grade . . . } Will be re-designated as 'Cook' in his existing
grade.
 17. Mr. Gitam, Beldar, E grade
 18. Mr. Phool Chand, Beldar, E grade.
 19. Mr. Gopal, Beldar, E grade.
 20. Mr. Dharam Pal Singh, Beldar, E grade
 21. Mr. Bhanwar Singh, s/o Mr. Suraj Singh,
Beldar, E grade.
 22. Mr. Chhotu, Beldar, E grade.
- { Case dropped by the Sangh.
23. Mr. Panney Singh, Beldar, E grade . . . } Will be re-designated as Peon in his existing
grade.
 24. Mr. Girdhar Singh, Beldar, E grade . . . } Case dropped by the Sangh.
 25. Mr. Bhanwar Singh, Beldar, E grade
 26. Mr. Hari Vallabh, Beldar, E grade
 27. Mr. Ghan Shyam, s/o Shri Kalyan, E grade
 28. Mr. Narain, Beldar, E grade
 29. Mr. Gangaram s/o Mr. Mool Chand, E grade
 30. Mr. Hari Prasad, Beldar, E grade
 31. Mr. Kana, Beldar—dead
 32. Mr. Ganga Singh, Beldar, E grade (Gen. Time
Office)
 33. Mr. Bhim Singh, Beldar, E grade . . . }
 34. Mr. Gagan Singh, Beldar, E grade . . . }
 35. Mr. Ram Dayal, Beldar, E grade . . . }
 36. Mr. Dalchand, Beldar, E grade . . . }
- { Will be re-designated as 'Peons' in their
existing grade i.e. E.
- { Case dropped by the Sangh.
- { Case dropped by the Sangh.
- { Will be re-designated as 'Peon' in his existing
grade.
- { Case dropped by the Sangh
- { Cases dropped by the Sangh
37. Mr. Jog Raj, Helper . . . } Will be promoted as 'Junior Pipe Fitter'
in D grade.
 38. Mr. Dashrath Singh, Beldar, E grade . . . } Already re-designated as 'Welder' in C
grade—Case dropped by the Sangh.
 39. Mr. H. M. Patel, Dumper Operator, A grade . . . } Will be promoted as 'Junior Pipe Fitter'
in D Grade.
 40. Mr. Karnail Singh, Helper, D grade . . . } Will be re-designated as 'Mechanic' in his
existing grade.
 41. Mr. Shiv Shanker, Power House Driver, B grade . . . } Not employed at quarries at present—case
dropped by the Sangh.
 42. Mr. Hansraj, Fitter, A grade . . . } Will be re-designated as 'Fitter' in his
existing grade.
 43. Mr. Karim Khan, Helco Operator . . . } Already re-designated as 'Mechanic'—case
dropped by the Sangh.
 44. Mr. Mohammedan, Heavy Drill Operator, B grade . . . } Case dropped by the Sangh.
 45. Mr. Jagdish, Compressor Driver, B grade . . . } Will be re-designated as 'Fitter' in their
existing grade.
- { Will be re-designated as 'Fitter' in the
existing grade.

46. Mr. Gokul Chand, Helper	Already re-designated as 'Driver'. He will be placed in C grade.
47. Mr. Salim Baig, Pump Driver	Case dropped by the Sangh.
48. Mr. Ratan Singh, Beldar, E grade	Will be re-designated as Pump Attendant in D grade.
49. Mr. Sujan Singh, Beldar, E grade	Will be re-designated as Assistant Fitter in C grade.
50. Mr. Gutia, Beldar, E grade	} Will be re-designated as 'Motorman' in D grade.
51. Mr. Janai, Beldar, E grade	
52. Mr. Birdhi Chand, Peon, D grade	Will be re-designated as 'Turner' in 'C' grade
53. Mr. Shri Kishan, Beldar, E grade	} Will be re-designated as 'Loco Drivers' in C grade.
54. Mr. Jansi, Beldar, E grade	
55. Mr. Gangaram, Helper, E grade	Case dropped by the Sangh.
56. Mr. Chhoga, Beldar, E grade	Case dropped by the Sangh.
57. Mr. Bundu Khand, Incline Driver, A grade	Will be re-designated as 'Loco Driver'. As he is already personally placed in A grade, his existing grade as Loco Driver would continue, as a special case.
58. Mr. Prahlad Singh, Loco Driver, C grade	} Cases dropped by the Sangh.
59. Mr. Ganga Bishan, Incline Driver, C grade	
60. Mr. Rama, Incline Driver, C grade	Will be re-designated as 'Driver (Flour Mill)' in his existing grade.
61. Mr. Phailu, Incline Driver, B grade	Case dropped by the Sangh.
62. Chhuttan, Beldar, E grade	Will be re-designated as 'Mate' in his existing grade.
63. Mr. Ram Bir, Beldar, E grade	Will be re-designated 'Issue Boy' in D grade.

It is also agreed between the parties that the workmen who have been placed in higher grades will be adjusted in these respective grades and given pay-step, if necessary, to bring them in the exact pay step of their revised grades.

In view of the above settlement, the aforesaid workmen or the unions will not raise any fresh dispute with regard to the issues settled hereinabove.

It is further agreed that a joint application will be filed before the Hon'ble Tribunal for passing an Award in terms of the above Settlement on the reference pending before it.

This Settlement is signed this 4th June, 1970 at Sawaimadhupur and would be effective from the date of the Award to be passed by the learned Tribunal.

For Cement Mines Karamchari Sangh

For the Jaipur Udyog Limited

1. DEVILAL SANDILYA,
General Secretary.

T. C. MAHAJAN,
Supdt. Quarries.

2. RAM DAYAL,
Jt. Secretary.

Witnesses: 1.

2.

3.

4.

[No. 36(31)/69-LR-IV.]

S.O. 3167.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri O. Venkatachalam, Chief Labour Commissioner (Central, New Delhi) in the industrial dispute between the employers in relation to the National Coal Development Corporation Limited, Darbhanga House, Ranchi and their workmen, which was received by the Central Government on the 7th September, 1970.

In the matter of arbitration in the dispute between the management of M/s National Coal Development Corporation Ltd. and their Workmen regarding house rent payable by certain grades of monthly rated employees.

PRESENT:

Shri O. Venkatachalam,
Chief Labour Commissioner (Central)
and Arbitrator.

Representing the Employer:

- | | |
|--|------------------------|
| 1. Shri I. B. Sanyal, Chief Personal Officer. | } N. C. D. C., Ranchi. |
| 2. Shri R. S. Murthy, Addl. Chief Personnel Officer. | |
| 3. Shri K. D. Bhattacharya, Personnel Officer. | |

Representing the Workmen:

- | | |
|--|--------------------------------------|
| 1. Shri B. Dubey, General Secretary. | } Colliery Mazdoor Sangh
Dhanbad. |
| 2. Shri Damodar Pandey, Organising Secretary. | |
| 3. Shri B. N. P. Sinha, Organising Secretary, M.P. Colliery Workers Federation, Chirimiri. | |
| 4. Shrimati Ramnika Gupta, General Secretary, Koyala Shramik Sangathan, Hazaribagh. | |

New Delhi, the 5th September, 1970

AWARD

The management of Messrs. N.C.D.C., Ranchi, on the one hand and the Colliery Mazdoor Sangh, Dhanbad and the M.P. Colliery Workers' Federation, Chirimiri on the other, entered into a settlement on 14-1-1970 agreeing to refer the following industrial dispute for my arbitration under Section 10A of the Industrial Disputes Act, 1947:—

"Whether the monthly rated employees of N.C.D.C. other than those in the scales of Rs. 140—178, Rs. 146—184 and Rs. 165—230 should be treated on the same basis as daily rated employees in the matter of rates of payment of house rent after implementation of Wage Board recommendations."

The same management and the State Collieries Mazdoor Union, Bermo, entered into another settlement on 17-3-1970 agreeing to refer an identical dispute for my arbitration under Sec. 10A of the I.D. Act. In both the settlements, the parties agreed that the decision of the Arbitrator shall be binding on them and that the Arbitrator shall make his award within a period of six months from the date on which the agreement is published in the Gazette of India or within such further time as is extended by mutual agreement between them in writing. The parties further stipulated that in case the award is not made within the period mentioned above, the reference to arbitration shall stand automatically cancelled and that they shall be free to negotiate for fresh arbitration. The two settlements in question were published by the Ministry of Labour and Employment in the Gazette of India dated 14-2-1970 and dated 23-5-1970 respectively. The period of six months agreed to between the parties in the earlier settlement had expired on 13-8-1970 but the parties agreed on 8-8-1970 at Ranchi to extend the time limit for giving my award by a further period of 2 months.

2. After obtaining the statements of their case from the parties concerned with this reference, as well as their rejoinders on each other's statements, I took up the cases for hearing at Ranchi on 8-8-1970. The Colliery Mazdoor Sangh, Dhanbad and the M.P. Colliery Workers Federation, Chirimiri were duly represented at the hearing, but no one turned up for the hearing on behalf of the State Collieries Mazdoor Union, Bermo. After consideration of the statements submitted by the management and the Colliery Mazdoor Sangh on 8-8-1970, the hearing was adjourned to 29th August 1970, at Varanasi. In the meantime, the Ministry of Labour published in the Gazette of India Extraordinary dated 1-8-1970, a notification under sub-section (3A) of Section 10A of the I.D. Act read with Rule 8A of the Industrial Disputes (Central) Rules, 1957, specifying for the information of the employers and workmen who are not parties to the Arbitration Agreement but who are concerned in the said dispute that the persons making the said reference represented the majority of each party. A copy of this notification was endorsed to 16 other trade unions functioning in the collieries of N.C.D.C. in different areas, who were not a party to the Settlement. At the second hearing held at Varanasi on 29-8-1970, the Colliery Mazdoor Sangh was represented by S/Shri B. Dubey, D. Pandey and others, but no one turned up on behalf of the M.P. Colliery Workers' Federation, Chirimiri or the State Collieries Mazdoor Union, Bermo. Of the 16 trade unions to whom the Ministry's notification under section 10A(3A) was forwarded, only one union viz. Koyala Shramik Sangathan was represented at this hearing by its General Secretary, Shrimati Ramnika Gupta.

3. The background of this reference is this:—

The Unions concerned made a demand for rent free accommodation in terms of the recommendations of the Central Wage Board for Coal Mining Industry (which have not yet been accepted by the Government), and in the course of negotiations, the management agreed that monthly-rated employees in the scales of Rs. 140—178, Rs. 148—184 and Rs. 185—230 will be charged house rents on the rates as per daily-rated workers. At the same time the parties also agreed to the reference of the present issue for my arbitration. There are in all about 13,000 monthly-rated employees in the N.C.D.C. of whom about 1,300 are working in their headquarters office at Ranchi, and the rest are employed in the mines and other offices of the Corporation. Leaving aside the three grades of monthly rated employees whose cases are covered by the settlement referred to above and those entitled to rent-free accommodation, about 6,000 employees are involved in the present reference for arbitration. They are comprised in five grades of skilled and unskilled workmen (Rs. 180—273—337, Rs. 245—400, 305—575, Rs. 405—730) and four clerical grades (Rs. 180—265, Rs. 205—325, Rs. 245—385 and spl. grade Rs. 305—505).

4. The prevailing practice in regard to house rent in N.C.D.C. has been that the Corporation's monthly rated employees governed by the Railway Rules whose number is small and has been gradually decreasing, are entitled to rent free accommodation, while those governed by the Civil Rules and the Corporation Rules are charged house rent, after the 15th August, 1967 when the wage board's recommendations as accepted by the Central Government were brought into operation, at 4 per cent of basic emoluments where they do not exceed Rs. 325 per month and at 8 per cent of basic emoluments where they exceed Rs. 325 per month or standard rent whichever is less. According to these rates, a monthly-rated employee drawing basic wage of Rs. 200 has to pay a house rent of Rs. 8 per month whereas a daily-rated employee with a similar basic wage and occupying an identical quarter is required to pay only Rs. 2 per month. Likewise, while a monthly-rated employee with a basic wage of Rs. 500 per month has to pay Rs. 40 per month, a daily-rated employee drawing the same basic pay and occupying the identical quarter has to pay only Rs. 6 or Rs. 8 per month according as the quarter is of 1(b) or 1(c) type. The representatives of the unions contended that there was no justification for such discriminatory treatment as between daily-rate and monthly-rated employees of the same Corporation. They also stated that the monthly-rated employees being mostly white-collared and supervisory staff, are usually committed to extra expenditure by virtue of their social background and standard of living as compared to the daily-rated employees and as such they should deserve at least the same consideration in regard to house rent and other amenities as the daily rated employees. In this connection, it was admitted on both sides that while the cheap houses, miners' quarters and houses in types 1(a), 1(b) and 1(c) of the Corporation are allotted mostly to daily rated employees, a good number of them are also allotted to the monthly-rated employees. The management have not refuted the averments of the labour representatives that most of the larger employers in the private sector of the coal industry as well as M/s Singareni Collieries Co. (a public sector concern) have been providing rent free accommodation to their employees, both daily-rated and month-rated and this is evident also from the report of the Wage Board who in fact went further and recommended payment of house rent allowance of Rs. 8 p.m. to all workmen who are not provided with free housing. They, therefore, pleaded for a similar concession in respect of the employees of the N.C.D.C. This plea was particularly endorsed by the General Secretary of the Koyala Shramik Sangathan. While strongly opposing the plea for rent free houses, the representatives of the management pointed out that they have been granting their monthly rated employees certain benefits such as children's education allowance, gratuity, liberal leave privileges, etc., which are not enjoyed by the employees of other companies, and that the finances of the corporation did not permit the grant of rent-free accommodation. While I must agree with the stand taken by the management in this regard, I must also hold that the demand for rent-free houses falls outside the scope of the term of reference for my arbitration.

5. While opposing the demand of the trade unions for treating all the monthly-rated on the same basis as daily-rated, the representatives of the management invited attention to the following recommendation of the Coal Wage Board (vide para 7 Section B of Chapter VIII of its report):—

".....the monthly paid staff of the N.C.D.C. who are at present governed by the Central Pay Commission's scales of pay, railway rules, Corporation rules or any other rules should be allowed to opt for

the Wage Board scales of pay and other service conditions recommended by us for similar monthly-rated staff of the private collieries. Such option shall be exercised within 12 months from the date the recommendations came into effect. It should, however, be clearly understood that the option once exercised shall be final and binding."

They further stated that the Corporation went a little beyond the wage board's above recommendation and gave opportunity to their monthly-rated employees to opt for either of the following alternatives:—

- "(1) I hereby opt for the pay scales, coal mines attendance bonus, dearness allowance and other conditions of service, as recommended by the Coal Wage Board and accepted by the Government of India (viz. sick leave, paid festival holidays, leave without pay, quarantine leave, railway fare etc.). As regards other conditions of service not covered by the above, I shall continue to be governed by the existing rules by which I am governed at present.

OR

- (2) I hereby opt for the pay scales, coal mines attendance bonus and dearness allowance recommended by the Wage Board and accepted by the Government of India and for retaining the existing conditions of service (as on 14th August 1967) by which I am governed at present.

I have exercised this option after going through the OM No. PD/WB/Imp/Monthly Staff/68 dated 17th August 1968".

According to the management, almost all the monthly-rated employees exercised their option in favour of the second alternative. They, therefore, contended that in terms of their own option, the employees will be governed in the matter of house rents by the pre-existing conditions of service as on 14th August 1967 and cannot claim the benefits under the wage board's recommendations. There is no doubt considerable force and logic in the stand taken by the management, and it appears to me that when the monthly-rated employees gave their option for the second alternative, they were more concerned about their pre-existing privileges of earned leave, holidays, etc. rather than the house rents. In reply Sarvashri Dubey and Pandey, on behalf of the Colliery Mazdoor Sangh, pointed out that house rent is not a service condition, as the Corporation Rules which lay down the service conditions of the employees recruited by the Corporation after 1st October 1956 (the date of establishment of the Corporation) are silent on the question of housing or house rent. While this is correct, I am unable to agree with the contentions of the labour representatives in this regard because workers' housing and house rent have come to be regarded as part of service conditions. Even the Wage Board's recommendations would not help the employees in this matter as its recommendations on the question of housing and house rents have not been so far accepted by the Government. The issue under reference for my arbitration has, therefore, to be considered from the points of equity and social justice.

6. As already noted above, the workers' original demand is for rent free housing whereas the term of reference for my arbitration is whether the monthly-rated employees in question should be treated on the same basis as the daily-rated employees in the matter of house rents. I have already examined the question and found how the monthly rated employees concerned are now subject to discriminatory treatment as compared to daily rated employees and how this treatment lacks and justification whatever. I, therefore, hold that the monthly rated employees of N.C.D.C., other than those in the scales of Rs. 140-178, Rs. 146-184 and Rs. 165-230, should be treated on the same basis as daily rated employees in the matter of payment of house rent for the same or similar types of quarters.

7. The next question for consideration is the date of operation of my decision regarding the house-rent to be charged from the monthly-rated employees concerned. The Unions might expect the award to be operative from the date they raised this dispute for the first time or at least from the date of the earlier settlement between the management and the Colliery Mazdoor Sangh i.e. 14th November 1969. Any such retrospective operation of my decision would mean reopening the cases already settled by way of realisation of house rent by the Corporation from the employees concerned at the existing rates and refunding the excess amounts realised by the Corporation to the employees concerned. As this would

entail a good deal of administrative and clerical work and as the recovery of house rent has been made under the implied or express terms of contract between the Corporation and the employees, it is not expedient to give retrospective effect to my decision. I, therefore, direct that my award in this case shall take effect from the 1st October 1970 particularly as this award may not be published by the Government as required by S.17(1) of the I.D. Act before the preparation of the pay bills of employees for the month of September 1970.

(Sd.) O. VENKATACHALAM,
Chief Labour Commissioner (Central)
and Arbitrator.
5-9-1970

[No. 8/18/70-LR-II]

New Delhi, the 17th September 1970

S.O. 3168.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri O. Venkatachalam, Chief Labour Commissioner (Central), New Delhi, in the industrial dispute between the employers in relation to the National Coal Development Corporation Limited, Darbhanga House, Ranchi, and their workmen, which was received by the Central Government on the 7th September, 1970.

In the matter of arbitration in the dispute between the management of M/s. National Coal Development Corporation Ltd. and their Workmen regarding house rent payable by certain grades of monthly rated employees.

PRESENT:

Shri O. Venkatachalam, Chief Labour Commissioner (Central) and Arbitrator.

Representing the Employer:

- | | |
|---|----------------------|
| 1. Shri I. B. Sanyal, Chief Personnel Officer | } N.C.D.C.
Ranchi |
| 2. Shri R. S. Murthy, Addl. Chief Personnel Officer | |
| 3. Shri K. D. Bhattacharya, Personnel Officer | |

Representing the Workmen:

- | | |
|--|--------------------------------------|
| 1. Shri B. Dubey, General Secretary | } Colliery Mazdoor
Sangh, Dhanbad |
| 2. Shri Damodar Pandey, Organising Secretary | |
| 3. Shri B. N. P. Sinha, Organising Secretary, M.P. Colliery Workers Federation, Chirimiri. | |
| 4. Shrimati Ramnika Gupta, General Secretary Koyala Shramik Sangathan, Hazaribagh. | |

No. Con.III/523(3)/69-Vol.II

New Delhi-1, dated 5th September 1970

AWARD

The management of Messrs. N.C.D.C., Ranchi, on the one hand and the Colliery Mazdoor Sangh, Dhanbad and the M.P. Colliery Workers' Federation, Chirimiri on the other, entered into a settlement on 14th January 1970 agreeing to refer the following industrial dispute for my arbitration under Section 10A of the Industrial Disputes Act, 1947:—

"Whether the monthly rated employees of N.C.D.C. other than those in the scales of Rs. 140—178, Rs. 146—184 and Rs. 165—230 should be treated on the same basis as daily rated employees in the matter of rates of payment of house rent after implementation of Wage Board recommendations."

The same management and the State Collieries Mazdoor Union, Bermo, entered into another settlement on 17th March, 1970, agreeing to refer an identical dispute for my arbitration under Section 10A of the I.D. Act. In both the settlements, the parties agreed that the decision of the Arbitrator shall be binding on them and that the Arbitrator shall make his award within a period of six months from the date on which the agreement is published in the Gazette of India or within such further time as is extended by mutual agreement between them in writing. The parties further stipulated that in case the award is not made within the period mentioned above, the reference to arbitration shall stand automatically

cancelled and that they shall be free to negotiate for fresh arbitration. The two settlements in question were published by the Ministry of Labour and Employment in the Gazette of India, dated 14th February, 1970 and dated 23rd May, 1970 respectively. The period of six months agreed to between the parties in the earlier settlement had expired on 13th August, 1970, but the parties agreed on 8th August, 1970, at Ranchi to extend the time limit for giving my award by a further period of 2 months.

2. After obtaining the statements of their case from the parties concerned with this reference, as well as their rejoinders on each other's statements, I took up the cases for hearing at Ranchi on 8th August, 1970. The Colliery Mazdoor Sangh, Dhanbad and the M.P. Colliery Workers Federation, Chirimiri were duly represented at the hearing, but no one turned up for the hearing on behalf of the State Collieries Mazdoor Union, Bermo. After consideration of the statements submitted by the management and the Colliery Mazdoor Sangh on 8th August, 1970, the hearing was adjourned to 29th August, 1970, at Varanasi. In the meantime, the Ministry of Labour published in the Gazette of India Extraordinary, dated 1st August, 1970, a notification under sub-section (3A) of Section 10A of the I.D. Act read with Rule 8A of the Industrial Disputes (Central) Rules, 1957, specifying for the information of the employers and workmen who are not parties to the Arbitration Agreement but who are concerned in the said dispute that the persons making the said reference represented the majority of each party. A copy of this notification was endorsed to 16 other trade unions functioning in the collieries of N.C.D.C. in different areas, who were not a party to the Settlement. At the second hearing held at Varanasi on 29th August, 1970, the Colliery Mazdoor Sangh was represented by S/Shri B. Dubey, D. Pandey and others, but no one turned up on behalf of the M.P. Colliery Workers' Federation, Chirimiri or the State Collieries Mazdoor Union, Bermo. Of the 16 trade unions to whom the Ministry's notification under section 10A(3A) was forwarded, only one union viz., Koyala Shramik Sangathan was represented at this hearing by its General Secretary, Shrimati Ramnika Gupta.

3. The background of this reference is this:—

The Unions concerned made a demand for rent free accommodation in terms of the recommendations of the Central Wage Board for Coal Mining Industry (which have not yet been accepted by the Government), and in the course of negotiations, the management agreed that monthly-rated employees in the scales of Rs. 140—178, Rs. 146—184 and 165—230 will be charged house rents on the rates as per daily-rated workers. At the same time the parties also agreed to the reference of the present issue for my arbitration. There are in all about 13,000 monthly rated employees in the N.C.D.C. of whom about 1,300 are working in their headquarters office at Ranchi, and the rest are employed in the mines and other offices of the Corporation. Leaving aside the three grades of monthly rated employees whose cases are covered by the settlement referred to above and those entitled to rent-free accommodation, about 6,000 employees are involved in the present reference for arbitration. They are comprised in five grades of skilled and unskilled workmen (Rs. 180—273, 205—337, Rs. 245—440, 305—575, Rs. 405—730) and four clerical grades (Rs. 180—265, Rs. 205—325, Rs. 245—385 and spl. grade Rs. 305—505).

4. The prevailing practice in regard to house rent in N.C.D.C. has been that the Corporation's monthly rated employees governed by the Railway Rules whose number is small and has been gradually decreasing, are entitled to rent free accommodation, while those governed by the Civil Rules and the Corporation Rules are charged house rent, after the 15th August, 1967, when the wage board's recommendations as accepted by the Central Government were brought into operation, at 4 per cent of basic emoluments where they do not exceed Rs. 325 per month and at 8 per cent of basic emoluments where they exceed Rs. 325 per month or standard rent whichever is less. According to these rates, a monthly-rated employee drawing basic wage of Rs. 200 has to pay a house rent of Rs. 8 per month whereas a daily-rated employee with a similar basic wage and occupying an identical quarter is required to pay only Rs. 2 per month. Likewise, while a monthly-rated employee with a basic wage of Rs. 500 per month has to pay Rs. 40 per month, a daily-rated employee drawing the same basic pay and occupying the identical quarter has to pay only Rs. 6 or Rs. 8 per month according as the quarter is of 1(b) or 1(c) type. The representatives of the unions contended that there was no justification for such discriminatory treatment as between daily-rated and monthly-rated employees of the same Corporation. They also

stated that the monthly-rated employees being mostly white-collared and supervisory staff, are usually committed to extra expenditure by virtue of their social background and standard of living as compared to the daily-rated employees and as such they should deserve at least the same consideration in regard to house rent and other amenities as the daily rated employees. In this connection, it was admitted on both sides that while the cheap houses, miners' quarters and houses in types 1(a), 1(b) and 1(c) of the Corporation are allotted mostly to daily rated employees, a good number of them are also allotted to the monthly-rated employees. The management have not refuted the averments of the labour representatives that most of the larger employers in the private sector of the coal industry as well as M/s. Singareni Collieries Co. (a public sector concern) have been providing rent free accommodation to their employees, both daily-rated and monthly-rated and this is evident also from the report of the Wage Board who in fact went further and recommended payment of house rent allowance of Rs. 8 p.m. to all workmen who are not provided with free housing. They, therefore, pleaded for a similar concession in respect of the employees of the N.C.D.C. This plea was particularly endorsed by the General Secretary of the Koyala Shramik Sangathan. While strongly opposing the plea for rent free houses, the representatives of the management pointed out that they have been granting their monthly rated employees certain benefits such as children's education allowance, gratuity, liberal leave privileges, etc., which are not enjoyed by the employees of other companies, and that the finances of the corporation did not permit the grant of rent-free accommodation. While I must agree with the stand taken by the management in this regard, I must also hold that the demand for rent-free houses falls outside the scope of the term of reference for my arbitration.

5. While opposing the demand of the trade unions for treating all the monthly-rated on the same basis as daily-rated, the representatives of the management invited attention to the following recommendation of the Coal Wage Board (vide para 7 Section B of Chapter VIII of its report):—

"...the monthly paid staff of the N.C.D.C. who are at present governed by the Central Pay Commission's scales of pay, railway rules, Corporation rules or any other rules should be allowed to opt for the Wage Board scales of pay and other service conditions recommended by us for similar monthly rated staff of the private collieries. Such option shall be exercised within 12 months from the date the recommendations came into effect. It should, however, be clearly understood that the option once exercised shall be final and binding."

They further stated that the Corporation went a little beyond the wage board's above recommendation and gave opportunity to their monthly-rated employees to opt for either of the following alternatives:—

"(1) I hereby opt for the pay scales, coal mines attendance bonus, dearness allowance and other conditions of service, as recommended by the Coal Wage Board and accepted by the Government of India (viz., sick leave, paid festival holidays, leave without pay, quarantine leave, railway fare, etc.). As regards other conditions of service not covered by the above, I shall continue to be governed by the existing rules by which I am governed at present.

OR

(2) I hereby opt for the pay scales, coal mines attendance bonus and dearness allowance recommended by the Wage Board and accepted by the Government of India and for retaining the existing conditions of service (as on 14th August, 1967), by which I am governed at present.

I have exercised this option after going through the OM No. PD/WB/IMP/Monthly Staff/68, dated 17th August, 1968."

According to the management, almost all the monthly-rated employees exercised their option in favour of the second alternative. They, therefore, contended that in terms of their own option, the employees will be governed in the matter of house rents by the pre-existing conditions of service as on 14th August, 1967 and cannot claim the benefits under the wage board's recommendations. There is no doubt considerable force and logic in the stand taken by the management, and it appears to me that when the monthly-rated employees gave their option for the second alternative, they were more concerned about their pre-existing privileges of earned leave, holidays, etc. rather than the house rents. In reply Sarvashri Dubey and Pandey, on behalf of the Colliery Mazdoor Sangh, pointed out that house rent is not a service condition, as the Corporation Rules which lay down the

service conditions of the employees recruited by the Corporation after 1st October, 1956 (the date of establishment of the Corporation) are silent on the question of housing or house rent. While this is correct, I am unable to agree with the contentions of the labour representatives in this regard because workers' housing and house rent have come to be regarded as part of service conditions. Even the Wage Board's recommendations would not help the employees in this matter as its recommendations on the question of housing and house rents have not been so far accepted by the Government. The issue under reference for my arbitration has, therefore, to be considered from the points of equity and social justice.

6. As already noted above, the workers' original demand is for rent free housing whereas the term of reference for my arbitration is whether the monthly-rated employees in question should be treated on the same basis as the daily-rated employees in the matter of house rents. I have already examined the question and found how the monthly rated employees concerned are now subject to discriminatory treatment as compared to daily rated employees and how this treatment lacks any justification whatever. I, therefore, hold that the monthly rated employees of N.C.D.C., other than those in the scales of Rs. 140—178, Rs. 146—184 and Rs. 165—230, should be treated on the same basis as daily rated employees in the matter of payment of house rent for the same or similar types of quarters.

7. The next question for consideration is the date of operation of my decision regarding the house-rent to be charged from the monthly-rated employees concerned. The Unions might except the award to be operative from the date they raised this dispute for the first time or at least from the date of the earlier settlement between the management and the Colliery Mazdoor Sangh i.e., 14th November, 1969. Any such retrospective operation of my decision would mean reopening the cases already settled by way of realisation of house rent by the Corporation from the employees concerned at the existing rates and refunding the excess amounts realised by the Corporation to the employees concerned. As this would entail a good deal of administrative and clerical work and as the recovery of house rent has been made under the implied or express terms of contract between the Corporation and the employees, it is not expedient to give retrospective effect to my decision. I, therefore, direct that my award in this case shall take effect from the 1st October, 1970, particularly as this award may not be published by the Government as required by S.17(1) of the I.D. Act before the preparation of the pay bills of employees for the month of September, 1970.

(Sd.) O. VENKATACHALAM,

5-9-70

Chief Labour Commissioner (Central) and Arbitrator.

[No. 8/61/70-LRII.]

New Delhi, the 18th September 1970

S.O. 3169.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Bombay, in the matter of an application under Section 33A of the said Act filed by Shri Francis Pereira of Messrs Pandurang Timblo Industries, Goa, Daman and Diu, which was received by the Central Government on the 10th September, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,
BOMBAY

COMPLAINT No. CGIT-2/23 OF 1969
Arising out of Ref. No. CGIT-2/2 of 1969

PARTIES:

Shri Francis Pereira—Complainant.

Versus

M/s Pandurang Timblo Industries—Opponent.

PRESENT:

Shri N. K. Vani—*Presiding Officer.*

For the complainant.—Shri George Vaz, General Secretary, Goa Mining

APPEARANCES:

Labour Welfare Union.

For the opponent.—Shri Ramesh Desai, Labour Adviser.

INDUSTRY: Mines (Iron Ore).

STATE: Goa, Daman and Diu.

*Dated the 3rd September, 1970***AWARD**

This is a complaint under Section 33A of the Industrial Disputes Act, 1947, by Shri Francis Pereira, against M/s Pandurang Timblo Industries, Margao.

2. The facts giving rise to this complaint are as follows:—

3. Reference No. CGIT-2/2 of 1969, between M/s Pandurang Timblo Industries and their workmen regarding implementation of the final recommendations of the Central Wage Board for Iron Ore Mining Industry is pending before this Tribunal.

4. The complainant is in the employment of M/s Pandurang Timblo Industries. He is covered by the reference in question.

5. According to the complainant, during the pendency of the reference, the opponent illegally and wrongfully dismissed him from service, contravening the provisions of Section 33 of the Industrial Disputes Act. He has, therefore, filed this complaint for redressing his grievances.

6. On 20th August, 1970, the opponent has given application at Ex. 1/E. It is as follows:—

“May it please you Honour

The opposite party in above complaint crave leave to submit that Shri Francisco Pareira has not been dismissed as stated by him, but he stands retrenched. We would like to further submit that the complainant has not come to the office to receive the compensation.”

7. Shri George Vaz, General Secretary, Goa Mining Labour Welfare Union representing the employee has given in writing as follows:—

“As the complainant has not been either discharged or dismissed and as he has been retrenched, complainant does not want to proceed with the complaint, keeping his legal remedy that may be open to him and without prejudice to his contention.”

8. It appears from Ex. 1/E referred to above and the say of the complainant that during the pendency of this reference the opponent has not discharged or dismissed him, from service. The opponent has, however, retrenched him.

9. The complainant does not want to proceed with the complaint as he has been retrenched and as he wants to take legal steps that may be open to him in respect of retrenchment compensation etc. I, therefore, dismiss the complaint and pass the following order:—

ORDER

- (i) The complaint is dismissed.
- (ii) Award is made accordingly.
- (iii) No order as to costs.

(Sd.) N. K. VANI,

Presiding Officer,

Central Government Industrial Tribunal, No. 2, Bombay.

[No. 8(32)/70-LR-IV.]

(Department of Labour and Employment)

New Delhi, the 21st September 1970

S.O. 3170.—Whereas an industrial dispute exists between the employers in relation to the management of Nag's Ramjiwanpur Colliery, Post Office Sitarampur, District Burdwan and their workmen represented by Colliery Mazdoor Sabha (AITUC), Asansol;

And whereas the said employers and workmen have by a written agreement in pursuance of the provisions of Sub-Section (I) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947) agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of Sub-Section (3) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 26th August, 1970.

FORM "C"

Agreement

[Under Section 10A of the I.D. Act, 1947]

Name of parties:

Representing employers—Shri R. S. Sawhney, Manager, Nag's Ramjiwanpur Colliery, P.O. Sitarampur, Dist. Burdwan.

Representing employees—Shri Sunil Sen, Organising Secretary, Colliery Mazdoor Sabha (AITUC), G.T. Road, Asansol.

It is agreed between the parties to refer the following Industrial dispute to the arbitration of Shri K. Sharan, Regional Labour Commissioner (Central), Asansol.

(i) Specific matters in dispute.

"Whether the management of Nag's Ramjiwanpur Colliery, P.O. Sitarampur, Dist. Burdwan was justified in retrenching the following loaders with effect from 3rd August, 1970? If not, to what relief are they entitled?"

1. Shri Jitan Malla.
2. Shri Ajodhya Malla.
3. Shri Ramdas Harijan.
4. Shri Mangroo Singh.
5. Shri Jayasree Harijan.
6. Shri Gulab Ahir.
7. Shri Hanshnath Ahir.
8. Shri Radha Gore.
9. Shri Lutu Singh.
10. Shri Meghu Mahato.
11. Shri Sampat Malla.
12. Shri Ramsubodh Malla.
13. Shri Mohon Mahato.
14. Shri Achelal Malla.
15. Shri Amrit Mahato.
16. Shri Bashgit Gareri.
17. Shri Anrudh Rajbhar.
18. Shri Jamuna Rajbhar.
19. Shri Br. Ritu Singh.
20. Shri Kishun Gope.
21. Shri Tutu Rajbhar.
22. Shri Isri Rajbhar.
23. Shri Raghupati Malla.
24. Shri Samaru Rajbhar.
25. Shri Thakur Mahato.
26. Shri Dehelu Mahato.
27. Shri Baijnath Harijan.
28. Shri Pakhandi Harijan.
29. Shri Jamuna Harijan.
30. Shri Ramdeo Malla.
31. Shri Chandravan Tewari.
32. Shri Ramawadh Malla.
33. Shri Ramlal Harijan.
34. Shri Inrasan Malla.
35. Shri Jhalpalli Rajbhar.
36. Shri Sarik Malla.
37. Shri Indardeo Gope.
38. Shri Delli Harijan.
39. Shri Patiram Harijan.

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved—Employers in relation to Nag's Ramjiwanpur Colliery of M/s Ramjiwanpur Coal Co. (P) Ltd, P.O. Sitarampur, Dist. Burdwan.

(iii) Name of the union, if any representing the workmen in question—Colliery Mazdoor Sabha (AITUC), G.T. Road, Asansol.

(iv) Total No. of workmen employed in the undertaking affected—310 (approximate).

(v) Estimated No. of workmen affected or likely to be affected by the dispute—40 (forty).

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within a period of six months or within such further time as is entered into by mutual agreement between us in writing. In case the award is not made within the period above mentioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Witnesses:

1. Sd/-
2. Sd/-

Dated 20th August 1970.

Signature of the parties
(Sd.) R. S. SAWHNEY,
20/8/70

Representing employers
(Sd) SUNIL SEN,
20/8/70

Representing employees

[No. F. 8/138/70-LR II.]

नई दिल्ली, 21 सितम्बर 1970

का० आ० 3170.—यतः नामस रामजीवनपुर कोयला खान, डाकघर सीतारामपुर, जिला बर्दवान के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मकारों, जिनका प्रतिनिधित्व कोलियरी मजदूर सभा (ए० आई० टी० यू० सी०), आसनसोल करती है, के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः उक्त नियोजकों और कर्मकारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (I) के उपबन्धों के अनुसरण में उक्त विवाद को एक लिखित करार द्वारा उसमें विनिर्दिष्ट व्यक्ति के मध्यस्थता के लिए निर्देशित करने का करार किया है और उक्त करार की एक प्रति केन्द्रीय सरकार को भेजी है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (3) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार उक्त मध्यस्थता करार को, जो उसे 26 अगस्त, 1970 को प्राप्त हुआ था, एतद्वारा प्रकाशित करती है।

प्ररूप "ग"

करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

पक्षकारों का नाम

नियोजकों का प्रतिनिधित्व करने वाले

श्री आर० एस० ताहनी, प्रबन्धक, नामस राम-
जीवनपुर कोयला खान, डाकघर सीतारामपुर,
जिला बर्दवान

कर्मचारियों का प्रतिनिधित्व करने वाले

श्री सुनिल सेन संगठन सचिव कोलियरी मजदूर,
सभा (ए० आई० टी० यू० सी०), जी० टी०
रोड, आसनसोल।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री के० शरण प्रादेशिक श्रम आयुक्त (केन्द्रीय), आसनसोल के माध्यस्थता के लिए निर्देशित करने का करार किया गया है:—

(i) विनिर्दिष्ट विवादग्रस्त विषय

“क्या नाम्स रामजीवनपुर कोयला खान, डाकघर सीतारामपुर, जिला बर्दवान के प्रबन्धतंत्र, का निम्नलिखित लदानकारों को 3-8-70 से छंटनी करना न्यायोचित था? यदि नहीं, तो वे किस अनुतोष के हकदार हैं?”

- | | |
|--------------------------|--------------------------|
| 1. श्री जितन मल्ला | 21. श्री तुलु रजभार |
| 2. श्री अजोध्या मल्ला | 22. श्री ईसरो रजभार |
| 3. श्री रामदास हरिजन | 23. श्री रघुपति मल्ला |
| 4. श्री मंगर सिंह | 24. श्री समरु रजभार |
| 5. श्री जयश्री हरिजन | 25. श्री ठाकुर महतो |
| 6. श्री गुलाब अहीर | 26. श्री देहलु महतो |
| 7. श्री हंसनाथ अहीर | 27. श्री वैजनाथ हरिजन |
| 8. श्री राधा गोरे | 28. श्री पाखण्डी हरिजन |
| 9. श्री लट्टू सिंह | 29. श्री जमुना हरिजन |
| 10. श्री मेघु महतो | 30. रामदेव मल्ला |
| 11. श्री सम्पत मल्ला | 31. श्री चन्द्रवन तिवारी |
| 12. श्री राम सुबोध मल्ला | 32. श्री रामश्रवध मल्ला |
| 13. श्री मोहन महतो | 33. श्री रामलाल हरिजन |
| 14. श्री अचेलाल मल्ला | 34. श्री इनरामन मल्ला |
| 15. श्री अमृत महतो | 35. श्री झलपल्लो रजभार |
| 16. श्री बशगोत गरेरो | 36. श्री सरिक मल्ला |
| 17. श्री अनुरुद्ध रजभार | 37. श्री इन्दरदेव गोप |
| 18. श्री जमुना रजभार | 38. श्री डल्लू हरिजन |
| 19. श्री ब्र० रितु सिंह | 39. श्री पातोराम हरिजन |
| 20. श्री किशुन गोप | |

(ii) विवाद के पक्षकारों का व्योरा, जिसमें मेसर्स रामजीवनपुर कोल कंपनी (प्रा०) लिमिटेड, डाकघर सीतारामपुर, जिला बर्दवान की नाम्स रामजीवनपुर कोयला खान से सम्बद्ध नियोजक ।

(iii) यदि कोई मंच प्रश्नगत कर्मकारों का कोलियरी मजदूर सभा (ए०आई०टी०यू०सी०) प्रतिनिधित्व करता हो तो उसका नाम जी०टी०रोड, आसनसोल ।

(iv) प्रभावित उपक्रम में नियोजित कर्मकारों 310 (लगभग) को कुल संख्या

(v) विवाद द्वारा प्रभावित या सम्भाव्यतः 40 (चालीस) प्रभावित होने वाले कर्मकारों की प्रावकलित संख्या

हम यह करार भी करते हैं कि मध्यस्थ का विनिश्चय हम पर बाबद्धकर होगा ।

मध्यस्थ अपना पंचाट छः मास की कालावधि के भीतर या इतने और समय के भीतर, जो हमारे बीच लिखित करार द्वारा तय किया जाय, देगा। यदि ऊपर वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो मध्यस्थ के लिए निर्देश स्वतः रह जायेगा और हम नए माध्यस्थम् के लिए बातचीत करने को स्वतंत्र होंगे।

साक्षी

पक्षकारों के हस्ताक्षर

1. ह०

नियोजकों का प्रतिनिधित्व करने वाले

कर्मचारियों का प्रतिनिधित्व करने वाले

2. ह०

[फाइल सं० 8/138/70-एल आर]

(Department of Labour and Employment)

ORDER

New Delhi, the 19th September 1970

S.O. 3171.—Whereas an industrial dispute exists between the management of Messrs Bikaner Gypsum Limited, Bikaner (hereinafter referred to as the said Company) and their workmen represented by Gypsum Mine Workers Union Jamsar (hereinafter referred to as the Union).

And whereas the said company and the Union have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the said arbitration agreement.

(Agreement)

(Under Section 10-A of the Industrial Disputes Act, 1947)

BETWEEN

Name of Parties:

Representing Employers.—Shri M. N. Roy, Mines Superintendent, Bikaner Gypsums Limited, Bikaner.

Shri A. K. Mukharjee, Personnel Manager, Bikaner Gypsums Limited, Bikaner.

Representing workmen.—V. N. Gupta, Secretary, Gypsum Mine Workers' Union, Bikaner.

Shri B. L. Ojha, Joint Secretary, Gypsum Mine Workers' Union, Jamsar.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri O. Maheepathi, Deputy Chief Labour Commissioner (C), Government of India, Ministry of Labour, Employment and Rehabilitation, Shram Shakti Bhavan, Rafi Marg, New Delhi.

(i) Specific matters in dispute

As per Annexure 'A' attached

(ii) Details of the Parties to the dispute including the name and address of the establishment or undertaking involved

Bikaner Gypsums Limited, Sadul Club Building, Bikaner (Rajasthan) and its workmen as represented by Gypsum Mine Worker's Union, Bikaner.

(iii) Name of the Union if any representing the workmen in question

Gypsum Mine Workers' Union Bikaner.

- (iv) Total number of employees in the undertaking affected 387 approximately.
- (v) Estimated number of workmen affected or likely to be affected by the dispute About 50 per cent.

We further agree that the decision of the Arbitrator shall be binding on us.

The arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

Representing Employers:

(Sd.) M. N. ROY,
(Sd.) A. K. MUKHARJEE,

Representing workmen:

(Sd.) V. N. GUPTA,
(Sd.) B. L. OJHA,

Bikaner 29-7-1970.

Witness: 1. (Illegible)
2. (Illegible)

ANNEXURE 'A'

Terms of Reference

1. Whether any anomaly in the wages of Shri S. L. Thanvi, Mohan Lal, P. C. Dass, H. K. Bhargava, U. S. Suthar and P. R. Mazoomdar all clerks and Supervisors has been caused by way of fitment of Shri Ram Jeewan and A. K. Biswas, as per the award of Shri O. Maheepathi, dated the 4th October, 1969, if so to what relief the concerned workmen are entitled?

2. Whether any anomaly has been created in the matter of wages of Senior Clerks and A. L. Fs, namely Shri R. A. Sharma, N. G. Saha, S. N. Chimpa, D. D. Bhaduri, R. K. Lal Gupta, B. N. Gupta, Harjeet Singh, Kanti Prashad, Shanti Prakash by way of giving three step increments and fitting in the grade of senior clerks to Shri S. B. Lal Bhatnagar, Jaswant Singh, Raj Kumar and Virendra Kumar as per O. Maheepathi's award dated 4th October, 1969. If so, to what relief are they entitled?

3. Whether the demand of the union that Shri V. N. Gupta be paid acting allowance as compared to Shri N. N. Singh from 5th October, 1963 to 9th January, 1967 for the post of A. L. F. is justified. If so to what relief is he entitled.

4. Whether the demand of the union that in view of Shri O. Maheepathi's award in respect of Shri D. D. Singh, A.L.F. and Shri Chait Ram, A.Q.F. the dates of increments of Shri Shanti Prakash be also changed from 1st June, 1967 to 8th April, 1964 is justified, if so to what relief the concerned workman is entitled?

5. Whether the demand of the union that the electrician be also given the same uniform as are being awarded for wireman and attendants by the arbitrator Shri O. Maheepathi in his award dated 21st February, 1970 is justified, if so to what relief the concerned workman is entitled to?

6. Whether the demand of the union that helpers other than workshop be supplied with uniforms same as being supplied to workshop helpers is justified if so to what relief are they entitled?

7. Whether the demand of the union that the principles regarding promotion laid down in the settlement dated 1st October, 1969 be made applicable for the following categories of workers and also new categories be created for promoting the categories in the grades, suggested as under is justified, if so to what relief are the concerned workmen entitled?"

(a) Promotions (Category-wise).

(i) Helper (Workshop)

Attendant, Driller Driver (Light Vehicle) 65-132

(ii) Khallasi (Survey)

Attendant, (Survey) (New designation to be created)

(iii) Helper (other section).	Chowkidar, Peon, Orderly etc.
(iv) Senior Peon	Assistant Sampler.
(v) Attendants	Fitter, Turner, Welder, Auto Electrician, Gen. & Telephone Operators, Wireman A, Blacksmith.
(vi) Fitters, Bulldozer Operator	Mechanic Shovel Operator.
(viii) Blacksmith	Junior Foreman (Mech.) and Elec.
(vii) Black smith	Blocksmith (Mech). (New post to be created). 130-325
(ix) Carpenter	Sr. Carpenter (New designation) 130-325.
(x) Wireman 'A'	Electrician.

8. Whether the demand of the union that the grades in respect of senior chowkidar as incorporated in the settlement dated 2nd October, 1967 be corrected from the date of settlement from 45-2-50-65-EB-5-100 to grade Rs. 55-5-65-EB-5-100 is justified if so to what relief are the concerned senior chowkidars entitled?

9. Whether the demand of the union that Diesel Mechanics Shri Mangoo and Shri Naziv be fitted at a basic salary of Rs. 200/- since the date of appointment of Shri Lal Singh in the post of Diesel Mechanic is justified, if so to what relief are the concerned workmen entitled?

10. Whether the demand of the union that all the employees along with their family members be allowed free railway fare as per T.A. rules once in a three years for touring any part of the country, is justified, if so to what relief are the employees entitled?

11. Whether the demand of the union that in addition to the present house rent allowance being paid to Bikaner Office staff an increase @ 25 per cent of the basic wage of the Bikaner Office staff be granted subject to minimum Rs. 25/- p.m. + 10 per cent of D.A. & Basic is justified, if so to what relief are they entitled?

12. Whether the demand of the union for effecting changes suggested as under, in the gratuity rules as framed by the management is justified, if so to what relief are they entitled?

(a) Clause 15 on page 2 be modified as:

"Salary or wage shall mean basic and dearness allowance, where separate D.A. is paid, where wages are consolidated it shall mean consolidated wages. No allowance shall be considered as part of wages or salary for the purpose of these rules.

(b) Sub-Clause C of 5.4 on page 4 be deleted and the benefit of gratuity be made available to the retrenched persons also.

13. Whether the demand of the union that Shri B. K. Deb, Senior Stenographer be sanctioned 2 extra step increments from 1st October, 1967 is justified, if so to what relief is he entitled?

14. Whether the demand of the union that all the clerks and supervisor senior to Shri A. K. Biswas be given a fitment of Rs. 7/- with effect from 19th November, 1966 is justified. If so to what relief are they entitled?

15. Whether the demand of the union that the rate of house rent allowance in respect of all the categories of workmen other than Bikaner Office of the Company subject to settlements in this matter be doubled to its present rates of House rent allowance is justified, if so to what relief are they entitled?

16. Whether the demand of the union that Shri A. R. Gahlot be given 2 step extra increments since the date of promotion of Shri B. Bose welding-mechanic in order to remove the anomaly of wages of Shri Gahlot with Shri Bose is justified, if so to what relief the concerned workman is entitled?

[No. 30(6)/70-LRIV.]

P. C. MISRA, Under Secy.

(श्रम और रोजगार विभाग)

आवेश

नई दिल्ली, 19 सितम्बर 1970

का० प्रा० 3171.—यतः मेसर्स बीकानेर जिप्सम लिमिटेड, बीकानेर (जिसे इसमें इसके पश्चात् उक्त कम्पनी कहा गया है) के प्रबन्धतंत्र और उनके कर्मकारों जिनका प्रतिनिधित्व जिप्सम माइन वर्कर्स यूनियन जामसर (जिसे इसमें इसके पश्चात् संघ कहा गया है) करता है, के बीच एक औद्योगिक विवाद विद्यमान है ;

और यतः उक्त कम्पनी और संघ ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में उक्त विवाद को एक लिखित करार द्वारा उसमें वर्णित व्यक्ति के माध्यस्थता के लिए निर्देशित करने का करार कर लिया है और उक्त माध्यस्थकरार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (3) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थता करार एतद्वारा प्रकाशित करती है।

(करार)

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

पक्षकारों के नाम :—

नियोजकों का प्रतिनिधित्व करने वाले :

श्री एम० एन० राय

खान प्रधीक्षक,

बीकानेर जिप्सम लिमिटेड, बीकानेर।

श्री ए० के० मुखर्जी,

कार्मिक प्रबन्धक, बीकानेर जिप्सम लिमिटेड,
बीकानेर।

कर्मकारों का प्रतिनिधित्व करने वाले :

श्री वी० एन० गुप्ता,

सचिव, जिप्सम माइन वर्कर्स यूनियन,
बीकानेर।

श्री बी० एल० ओझा,

संयुक्त सचिव, जिप्सम माइन वर्कर्स
यूनियन, जामसर।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को एतद्वारा श्री ओ० महीपनि, उपमुख्य श्रम आयुक्त, (सी), भारत सरकार, श्रम, रोजगार और पुनर्वासि मंत्रालय, श्रम शक्ति, भवन, रफी मार्ग, नई दिल्ली के माध्यस्थता के लिए निर्देशित करने का करार किया गया है :—

- (i) विनिर्दिष्ट विवादग्रस्त विषय .
- (ii) विवाद के पक्षकारों का विवरण, जिसमें अन्तर्भूतित स्थापन या उपक्रम का नाम और पता भी सम्मिलित है।

संलग्न उपाबन्ध 'क' के अनुसार
बीकानेर जिप्सम लिमिटेड, सादुल क्लब बिल्डिंग,
बीकानेर (राजस्थान) और उसके कर्मकार,
जिनका प्रतिनिधित्व जिप्सम माइन वर्कर्स
यूनियन, बीकानेर करता है।

- (iii) यदि कोई संघ प्रश्नगत कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम जिन्सम माइन वकैसं यूनियन, बीकानेर ।
- (iv) प्रभावित उत्क्रम में कर्मचारियों की कुल संख्या लगभग 387
- (v) विवाद द्वारा प्रभावित या सम्भाव्यतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या लगभग 50 प्रतिशत

हम यह करार भी करते हैं कि मध्यस्थ का विनिश्चय हम पर आवद्धकर होगा ।

मध्यस्थ अगला पंचाट तीन मास की कालावधि या इतने और समय के भीतर जो हमारे बीच लिखित करार द्वारा बढ़ाया जाय देगा । यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो मध्यस्थम् के लिए निर्देश स्वतः रद्द हो जाएगा और हम नए मध्यस्थम् के लिए बातचीत करने को स्वतंत्र होंगे ।

पक्षकारों के हस्ताक्षर

- नियोजकों का प्रतिनिधित्व करने वाले : . ह०/—(एम० एन० राय)
ह०/—(ए० के० मुखर्जी)
- कर्मकारों का प्रतिनिधित्व करने वाले : . ह०/—(बी० एन० गुप्ता)
ह०/—(बी० एल० ओझा)

बीकानेर

29-7-1970

साक्षी :—

1. ह०/—
2. ह०/—

उपबन्ध 'क'

निर्देश-निबन्धन

1. क्या श्री ओ० महीपति के तारीख 4 अक्टूबर 1969 वाले पंचाट के अनुसार श्री रामजीवन और ए० के० विस्वास के नियतन के द्वारा श्री एस० एल० थानवी, मोहन लाल, पी० सी० दास, एच० के० भार्गव, यू० एस० सुथार और पी० आर० मजूमदार, जो सभी लिपिक और पर्यवेक्षक है की मजदूरी में कोई विषमता पैदा हुई है, यदि हा तो संबंधित कर्मकार किस अनुतोष के हकदार है ।

2. क्या श्री ओ० महीपति के 4-10-1969 वाले पंचाट के अनुसार श्री एस० बी० लाल भटनागर, जसवंत सिंह, राजकुमार और विरेन्द्र कुमार को तीन बेतन वृद्धियां देने और ज्येष्ठ लिपिकों के ग्रेड में नियत करने से ज्येष्ठ लिपिकों और ए० एल० एफ० अर्थात् श्री आर० ए० शर्मा, एन० जी० शाहा, एस० एन० शिम्पा, डी० डी० भादुरी, आर० के० लाल गुप्ता, बी० एन० गुप्ता, हरजीत सिंह, कांती प्रसाद, शांति प्रकाश की मजदूरी के मामले में कोई विषमता पैदा हुई है । यदि हां तो वे किस अनुतोष के हकदार है ?

3. क्या संघ की यह मांग कि श्री धी० एन० गुप्ता को 5-10-65 से 9-1-67 तक ए० एल० एफ० के पद के लिए श्री एन० एन० सिंह के समान कार्यकारी भत्ता दिया जाए, न्यायोचित है। यदि हां, तो वह किस अनुतोष का हकदार है।

5. क्या संघ की यह मांग कि इलेक्ट्रिशियन को भी वही वर्दी दी जानी चाहिए जो मध्यस्थ श्री ओ० महीपति द्वारा अपने तारीख 21-2-70 वाले पंचाट में वायरमैन और परिचरों को अधिनिर्णीत की जा रही है, न्यायोचित है, यदि हां, तो संबंधित कर्मकार किस अनुतोष का हकदार है ?

6. क्या संघ की यह मांग कि वर्कशाप से भिन्न मददगारों को भी वही वर्दियां दी जानी चाहिए जो वर्कशाप मददगारों को दी जा रही हैं, न्यायोचित है, यदि हां तो वे किस अनुतोष के हकदार हैं ?

7. क्या संघ की यह मांग कि तारीख 1-10-1969 वाले समझौते में अधिस्थित प्रोन्नति के सिद्धांत कर्मकारों के निम्नलिखित प्रवर्गों को लागू किए जाने चाहिए और नीचे दिए गए सुझाव के अनुसार ग्रेडों में प्रवर्गों को प्रोन्नत करने के लिए नए प्रवर्गों की सृष्टि भी की जानी चाहिए, न्यायोचित है, यदि हां, तो संबंधित कर्मकार किस अनुतोष के हकदार हैं ?”

(क) प्रोन्नति (प्रवर्गानुसार)

- | | | |
|----------------------------------|--|---------|
| (i) मदददार (वर्कशाप) . | . परिचर ड्रिल्लर चालक (हल्की गाड़ियां) | 65-132 |
| (ii) खलासी (सर्वेक्षण) . | . परिचर (सर्वेक्षण) (नए पदनाम की सृष्टि की जानी है) | |
| (iii) मददगार (अन्य अनुभाग) . | . चौकीदार, चपरासी, अर्दली आदि | |
| (iv) ज्येष्ठ चपरासी . | . सहायक सैम्पलर | |
| (v) परिचर . | . फिटर खरादी झलाईगर, आंटीइलेक्ट्रिशियन, साधारण और टेलिफोन प्रचालक, वायरमैन ए, लुहार। | |
| (vi) फिटर, बुलडोजर प्रचालक . | . यांत्रिक खनिज प्रचालक | |
| (vii) मैकेनिक और इलेक्ट्रिशियन . | . कनिष्ठ फोरमैन (मैकेनिक) और इलेक्ट्रिकल | |
| (viii) लुहार . | . लुहार (मैकेनिकल) (नए पद की सृष्टि की जानी है) | 130-325 |
| (ix) बढ़ई . | . ज्येष्ठ बढ़ई (नया पदनाम) | 130-325 |
| (X) वायरमैन 'ए' . | . इलेक्ट्रिशियन | |

8. क्या संघ की यह मांग कि ज्येष्ठ चौकीदार के बारे में ग्रेडों को, जो तारीख 2-10-67 वाले समझौते में समाविष्ट किए गए हैं, समझौते की तारीख से 45-2-50-65-द० रो०-5-100 से सुधारकर 55-5-65-द० रो०-5-100 र० कर दिया जाए, न्यायोचित है, यदि हां तो संबंधित ज्येष्ठ चौकीदार किस अनुतोष के हकदार हैं ?

9. क्या संघ की यह मांग कि श्री मंगू और श्री नजीर डीजल मैकेनिकों का नियतन, श्री लाल सिंह की डीजल मैकेनिक के पद पर नियुक्ति की तारीख से 200 रु० मूल वेतन पर किया जाय, न्यायोचित है, यदि हां, तो संबंधित कर्मकार किस अनुतोष के हकदार हैं ?

10. क्या संघ की यह मांग कि सभी कर्मचारियों को अपने परिवार के सदस्यों के साथ तीन वर्ष में एक बार देश के किसी भी भाग का भ्रमण करने के लिए यात्रा भत्ता नियमों के अनुसार निःशुल्क रेल भाड़ा अनुज्ञात किया जाए, न्यायोचित है, यदि हां तो कर्मचारी किस अनुतोष के हकदार हैं ?

11. क्या संघ की यह मांग कि बीकानेर कार्यालय के कर्मचारीवृन्द को दिए जा रहे वर्तमान मकान-किराए-भत्ते के अतिरिक्त बीकानेर कार्यालय के कर्मचारीवृन्द के मूल वेतन में 25 प्रतिशत की वृद्धि, न्यूनतम 25 रु० प्रति मास + महंगाई भत्ते और मूल का 10 प्रतिशत के अध्यक्षीन, मंजूर की जाए, न्यायोचित है, यदि हां तो वे किस अनुतोष के हकदार हैं ?

12. क्या प्रबन्धनंत्र द्वारा यथा विरचित उपदान नियमों में नीचे दिए गए सुझावों के अनुसार परिवर्तन करने की संघ की मांग न्यायोचित है, यदि हां तो वे किस अनुतोष के हकदार हैं ?

(क) पृष्ठ 2 पर खण्ड 15 को इस प्रकार उपान्वित किया जाए :

“सम्बलम् या मजदूरी से, जहां अलग महंगाई भत्ता दिया जाता है, वहां मूल और महंगाई भत्ता अभिप्रेत है जहां मजदूरी समेकित है, वहां समेकित मजदूरी अभिप्रेत है। इन नियमों के प्रयोजन के लिए कोई भत्ता मजदूरी का भाग नहीं माना जाएगा।”

(ख) पृष्ठ 4 पर 5.4 के उपखण्ड ग को निकाल दिया जाएगा और उपदान का फायदा छंटनी किए गए व्यक्तियों को भी उपलब्ध किया जाएगा।

13. क्या संघ की यह मांग कि श्री बी० के० देव, ज्येष्ठ आणुलिपिक को 1-10-67 से दो अतिरिक्त वेतन वृद्धियां मंजूर की जाएं, न्यायोचित है, यदि हां तो वह किस अनुतोष का हकदार है ?

14. क्या संघ की यह मांग कि श्री ए० के० बिस्वास से ज्येष्ठ सभी लिपिकों और पर्यवेक्षकों को 19-11-66 से 7 रु० का नियतन दिया जाना चाहिए, न्यायोचित है। यदि हां तो वे किस अनुतोष के हकदार हैं ?

15. क्या संघ की यह मांग कि कम्पनी के बीकानेर कार्यालय से भिन्न सभी प्रदलों के कर्मचारों के बारे में मकान भत्ते की दर इस मामले में समझौते के अध्यक्षीन इसकी वर्तमान मकान-किराया-भत्ते की दरों से दुगुनी कर दी जाए, न्यायोचित है, यदि हां तो वे किस अनुतोष के हकदार हैं ?

16. क्या संघ की यह मांग कि श्री बी० घोष वेलडिंग-मैकेनिक की प्रोन्नति की तरीख से श्री ए० आर० गहलोत को श्री बोष के साथ श्री गहलोत की मजदूरी में विषमता को दूर करने के लिए दो अतिरिक्त वेतन वृद्धियां दी जानी चाहिए न्यायोचित है यदि हां तो संबंधित कर्मकार किस अनुतोष का हकदार है ?

[सं० 30(6)/70—एल० आर० IV]

पी० सी० मिश्रा, अवर सचिव ।

(Department of Labour & Employment)

New Delhi, the 14th September 1970

S.O. 3172.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the Industrial Disputes between the employers in relation to the Mercantile Bank Limited, Calcutta and their workmen, which was received by the Central Government on the 7th September, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 21 OF 1970

PARTIES :

Employers in relation to the Mercantile Bank Limited, Calcutta,

AND

Their workmen.

PRESENT :

Mr. B .N. Banerjee, Presiding Officer.

APPEARANCES :

On behalf of Employers—Mr. D. Basu Thakur, Legal Adviser, Bengal Chamber of Commerce and Industry.

On behalf of Workmen—Sri A. D. Singh, Assistant Secretary, Mercantile Bank Workers Union.

STATE: West Bengal

INDUSTRY: Banking.

AWARD

Under Order No. 23/15/70-LRIII, dated June 19, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between employers in relation to the management of Mercantile Bank Limited and their workmen, to this Tribunal, for adjudication, namely:

"Whether the action of the management of the Mercantile Bank Limited, Calcutta in not paying the special allowance, prescribed for a driver, by the Settlement dated the 19th October, 1966 arrived at between the Bank management and their workmen to Shri Raj Kumar Pandey driver of the motor driven bi-cycle driven by him for doing his bank duties, is justified? If not, to what relief is he entitled and from when?"

2. The cause of the workmen was taken up by a trade Union of the name of Mercantile Bank Workers Union. There was a written statement filed on behalf of the workmen, in which it was, *inter alia*, pleaded:

"1. That the management of Mercantile Bank Ltd. recruited Shri Raj Kumar Pandey at its 8, Netaji Subhas Road, Calcutta (office?), as a cycle peon in the subordinate cadre in 1948.

3. That Shri Raj Kumar Pandey was asked to perform the above duties with the help of the motor-cycle bearing the registration No. WBN 2958, with effect from June 1966, and since then he has been performing the said duties, without any complaint whatsoever.

5. That by virtue of his above works Shri Pandey is entitled to a special allowance of Rs. 40/- per mensem, as prescribed in para 5.3 item XII of the Settlement dated 19th October, 1966 and his duties fall under the category of drivers which are specified in item XII under the chapter of special allowance duties at page 70 of the said Settlement."

Paragraph 5.3 of the settlement between the Bank managements and their workmen, dated October 19, 1966, referred to in paragraph 5 of the written statement, quoted above, reads as follows:

"5.3 In supersession of paragraph 5.326 of the Desai Award the Special Allowance payable to members of the subordinate staff, for duties/ responsibilities as listed in Part II of Appendix B hereto, shall be as follows:

Categories of Workmen		(In Rupees per month)		
		Class of Banks		
		A	B	C
(i) to (xi)	***		****	
(xii) Drivers	***	40	32	25
(xiii)	***	****		

Part II of Appendix B deals with Special Allowance duties of Subordinate Staff. Item 12 in that part reads:

"(xii) Drivers:

Persons required to drive, maintain and effect minor repairs (not requiring a technician's skill) to motor-cars, motor-vans, station wagons, scooters, motor-cycles or other motor vehicles."

The workmen made the grievance that the management refused to pay to the concerned workman the Special allowance to which he was entitled under paragraph 5.3, Item (xii) of the Settlement and prayed for an order for payment of Special allowance from the month of June 1966.

3. The management also filed a written statement. It was not disputed that the concerned workman was recruited as a cycle-peon but it was pleaded that his duty was to deliver and collect cheques and letters, for which he was in receipt of allowance described in paragraph 9.2 of the bi-partite agreement dated October 19, 1966. In paragraph 3, 4 and 5 of the written statement, the management pleaded:

- "3. That in March 1966, in order to make Shri Pandey's work less arduous and for Shri Pandey's own personal convenience the management offered to fit a motor to a pedal cycle for Shri Pandey's use.
4. That having used the motor-driven bi-cycle for approximately six months Shri Pandey approached the management for a drivers allowance which was refused by the management on the ground that Shri Pandey need not use the motor driven bi-cycle except at his own volition. Shri Pandey thereafter stopped using the motor driven bicycle and again started using a pedal cycle.
5. That after having used the pedal cycle for approximately five months Shri Pandey again approached the management with a request that he be allowed to use the motor-driven bicycle for his own personal convenience to which request the management agreed at the same time pointing out to him that he would not be given a drivers allowance but would continue to draw a cycle allowance."

The management disputed that at any time the workman was required to use a power driven bi-cycle and it was stated that he was at liberty to stop using power driven bi-cycle and revert to the use of pedal cycle as before. On the above ground, the management disputed the claim of the workman to receive special allowance as claimed by him

4. The workmen called for the Certificate of Registration of Vehicle No. WBN 2958 and the management produced the same. The Certificate of Registration was marked as Ex. B by consent. It appears from the Certificate of Registration that the motor vehicle bearing Registration No. WBN 2958, of which Mercantile Bank Limited was the owner, was an "auto-cycle". Mr. Basu Thakur, who was appearing

for the Bank, strongly contended that an "auto-cycle" was not a "motor-cycle" and anybody who pled an "auto-cycle" was not a driver within the meaning of the definition of the expression 'Driver' in Item xii, Part II of Appendix B of the bi-partite settlement, dated October 19, 1966. I have, therefore, to see whether a driver of an "auto-cycle" may be treated as a driver within the meaning of Appendix B, Part II, item xii of the settlement. Section 2(17) of the Motor Vehicles Act, 1939 defines "motor-cycle" in the following language:

"(17) 'motor cycle' means a motor vehicle, other than an invalid-carriage, with less than four wheels the unladen weight of which inclusive of any side-car attached to the vehicle, does not exceed 500 kilograms."

Section 2(18) of the same Act defines a motor vehicle in the following language:

"(18) 'motor-vehicle' means any mechanically propelled vehicle adapted for use upon roads whether the power of propulsion is transmitted thereto from an external or internal source and includes a chassis to which a body has not been attached and a trailer; but does not include a vehicle running upon fixed rails or (a vehicle of a special type adapted for use only in a factory or in any other enclosed premises)."

There is no definition of an "auto-cycle" under Motor Vehicles Act. Reading the definition quoted above, I am of the opinion, the expression "motor cycle" is wide enough to include an auto-cycle, if by that expression it is meant that an auto-cycle is a pedal cycle to which a motor has been attached and it is no longer driven by muscular force but by force generated by the motor. That being my view, I do not make much of the argument of Mr. Basu Thakur that the driver of an "auto-cycle" is not a driver of a motor cycle and does not fall within the description of driver as in Appendix B, Part II, item xii of the bi-partite settlement of October 19, 1966.

5. I have next to consider Mr. Basu Thakur's argument that a motor was fitted to the pedal cycle driven by the concerned workman for the workman's personal convenience and that disentitled him to special allowance. I cannot make anything out of this argument. What was pleaded in paragraph 3 of the written statement filed by the management was that for the workman's "personal convenience the management offered to fit motor to the pedal cycle". Thus, what was done was at the management's own desire and peril. It was certainly not an act of charity to the concerned workman. Therefore, if the management thought that the concerned workman should run about in a power driven cycle, the management must shoulder the consequence thereof. The consequence is that the workman becomes entitled to a special allowance.

6. Even if I hold that an auto-cycle is not a motor cycle, which, of course, I do not do, there is evidence on the side of the management to show that the concerned workman was driving not only an auto-cycle but also a Lambretta Scooter. This is the evidence of Raj Narain Misra, the Jamadar in Mercantile Bank, who was the sole witness examined on behalf of the management. I set out hereinbelow the relevant portion from his evidence:

"Examination in-chief:

When our auto-cycle fell in disrepair, I asked Raj Kumar Pandey whether he would be able to drive the Lambretta cycle. He said that he was in a position to do that. I asked him to drive the Lambretta motor cycle and to manage the clearance work. He did so. I do not remember since or for how long he was driving the Lambretta motor cycle. "Whenever auto-cycle went out of repair he used to drive the Lambretta motor cycle."

Cross-examination:

Raj Kumar Pandey drives auto-cycle even now. He also drives Lambretta scooter when the motor fitted cycle goes for repair just as he is doing now."

Nowo, driver of a scooter falls within the definition of driver, as in Appendix B, Part II, item xii. This being so, this is an additional ground why the concerned workman should be treated as a driver and be held entitled to special allowance.

7. Confronted with the evidence of his own witness, Mr Basu Thakur submitted that the workman Raj Kumar Pandey would be entitled to special allowance only from the time and only during the period during which he was driving the Lambretta scooter. Unfortunately for Mr Basu Thakur, there is no evidence to show since when the workman was driving the Lambretta scooter. Therefore, I cannot make much of this argument. In my opinion, whether a driver of an auto-cycle or driver of a scooter, the workman was entitled to a special allowance. He was not, however, entitled to the special allowance from June 1966 as claimed by him but only after the bi-partite agreement of October 19, 1966 came into operation. According to the evidence of the workman, he was driving the auto-cycle from June 1966 but at that time the bi-partite agreement was not in operation.

8. In the view that I take, I hold that the action of the management of Mercantile Bank Limited, Calcutta, in not paying special allowance prescribed for a driver, by the settlement, dated 19th October, 1966, between Bank management and their workmen, to Raj Kumar Pandey, driver of the motor driven bi-cycle, for doing his bank duties was not justified. The workman is entitled to the special allowance since the time when the bi-partite agreement came into operation.

This is my award.

Dated, August 31, 1970

(Sd) B. N BANERJEE.

Presiding Officer.

[No. 23/15/70/LRIII.]

New Delhi, the 17th September, 1970

S.O. 3173.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the Life Insurance Corporation of India, Bombay and their workmen, which was received by the Central Government on the 5th September, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 BOMBAY

REFERENCE No, CGIT-2/6 OF 1970

Employers in relation to the Life Insurance Corporation of India, Bombay.

AND

Their Workmen;

PRESENT:

Shri N. K. Vani, Presiding Officer

APPEARANCES:

For the employers:

Shri Anant Waman Dharwadkar, Assistant Secretary, Life Insurance Corporation of India

For the workmen:

1. Shri V. C. Gopalkrishnan, Treasurer

2. Shri T. N. Krishnan, Joint Secretary.

3. Shri M. R. Desai, Vice President, All India National Life Insurance Employees Federation.

INDUSTRY: Life Insurance.

STATE: Maharashtra

Bombay, the 1st September, 1970

AWARD

By order No. 40/20/69-LR-I dated 3rd April, 1970, the Government of India, in the Ministry of Labour and Employment (Department of Labour and Employment) in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), referred to this Tribunal for adjudication, an industrial dispute existing between the employers in relation to the Life Insurance Corporation of India, Bombay and their workmen in respect of the matters specified in the Schedule mentioned below:—

SCHEDULE

"Whether the management of the Life Insurance Corporation of India, Bombay, is justified in not granting the interim relief awarded by the National Industrial Tribunal, New Delhi in its award dated 23rd June, 1969 to the five employees of the Corporation who had opted to be governed by the scales of pay and allowances applicable to them when they were in the employ of the erstwhile insurers? If not, to what relief are they entitled?"

2. On receipt of the reference notices were issued to the parties.

3. On 22nd April, 1970, the Chief (Personnel), Life Insurance Corporation of India has sent a letter to this Tribunal as mentioned below:—

"In the matter of Reference No. CGIT-2/6 of 1970 and in the matter of employers in relation to the Life Insurance Corporation of India and their workmen.

We beg to acknowledge the receipt of the Notice dated the 10th April, 1970 (Ref: CGIT-2/6 of 1970/569/70) issued by this Hon'ble Tribunal to the aforementioned parties, calling upon them to file their written statements relating to the issues included in the Order of Reference made to this Hon'ble Tribunal for adjudication of the dispute.

In this connection, we beg to state that as the All India National Life Insurance Employees' Federation has raised the dispute in regard to the applicability of the Award of the National Industrial Tribunal, New Delhi, to the five employees referred to in the reference it would be for the said Federation to file its Statements of Claim within two weeks from the date of receipt of the said notice. It is only after receipt of a copy of the Statement of claim of the Federation that the Corporation is required to file its rejoinder in reply.

We understand that so far the said Federation has not filed any statement of claim before this Hon'ble Tribunal. It is also understood that the said Federation has not received the Notice issued to them as apparently the Notice has been issued to the General Secretary, All India National Life Insurance Employees Association, 24, Cittaranjan Avenue (Top Floor), Calcutta-1 which is not the correct address. The correct address of the said Federation is:

All India National Life Insurance Employees' Federation C/o. I.N.T.U.C.,
27, Military Square Lane, Bombay-1 (BR).

In the circumstances, we crave leave to file our rejoinder only after a copy of the Statement of Claim of the Federation is received and for this the Corporation shall as in duty bound ever pray.

We are also endorsing a copy of this letter to the said Federation for their information."

4. On account of the above mentioned letter giving the correct address of the Federation notice was issued to said Federation on 29th April, 1970. In pursuance of this notice, the General Secretary, All India National Life Insurance Employees Federation has sent a letter to this Tribunal as mentioned below.--

"We beg to acknowledge the receipt of the Notice dated 29th April, 1970 (Ref: CGIT-2/6 of 1970/607/70) issued by this Hon'ble Tribunal calling upon us to file our Written Statement in connection with the above reference.

In this connection we beg to state that as our General Secretary and other office bearers are away in Delhi in connection with the Tribunal Proceedings of the Charter of demands of the LIC employees, we have to request you to kindly grant us 30 days time to file our Written Statement in the above dispute."

5. As per request of the Federation one month's time for filing written statement was given.

6. On 17th June, 1970, the Federation has again sent a letter to this Tribunal as mentioned below :--

"This is in continuation of our application dated 19th May, 1970 and this Hon'ble Tribunal's reply thereto granting us extension of time of one month i.e. upto 22nd June, 1970 to file our written statement in connection with the above reference

In this connection we beg to state that since our General Secretary and other office bearers are still busy in Delhi with the Tribunal Proceedings there and have not returned to Bombay so far, we have to request your honour to grant us a further extension of time for one month i.e. up to 22nd July, 1970 for filing our Written Statement in connection with this reference."

7. Time as prayed for filing written statement was given.

8. On 20th July, 1970, Shri T. N. Krishnan, Joint Secretary, All India National Life Insurance Employees Federation has sent a letter at Ex. 1/W. It is as follows :--

"Reference No. CGIT-2/6 of 1970 Employers in relation to the Life Insurance Corporation of India, Bombay, and

Their workmen.

With reference to the letter No. CGIT 2/6 of 1970/1121/70 dated 30th June, 1970 received from this Hon'ble Tribunal, the Federation has to state as under:--

A Settlement out of court has been arrived at between the LIC Management, the Federation and other Trade Union's in LIC on 20th June, 1970. The said Settlement has been filed before the National Industrial Tribunal at New Delhi, which is adjudicating the dispute, with a joint prayer to pass a consent award in terms of the settlement. A provision has been incorporated in the said Settlement with regard to the workmen covered under Reference No. CGIT-2/6 of 1970, as under:--

Option to employees who had opted for the grades of erstwhile insurers.

Employees who continue to be governed under the old scales of their erstwhile insurers will be allowed the option to come over to the new scales of the Corporation. The fitting in of the basic pay of such employees shall be as under:--

The basic pay shall be fitted in in the Corporation's Scales (as a 1st September, 1956) as if they had not opted out for the old scales of their erstwhile insurers and their salaries shall be nationally fixed in the current scales of the Corporation as on the 31st March, 1969. Thereafter, they shall be fitted in in the new scales in accordance with the method of fixation mentioned under clause (b) of Item No. 1 above.

In view of this option given to the workmen of erstwhile insurers, the Federation prays that this Hon'ble Tribunal may be pleased to treat the dispute under Ref. No. CGIT-2/6 of 1970 as mutually settled and closed."

8. By the above mentioned letter, the Federation informs this Tribunal that this reference be treated as mutually settled and closed. As this letter, alleged to be a settlement was not signed by the other party, the reference was fixed for hearing on 28th August, 1970.

10. On the date of hearing Shri Anant Waman Dharwadker, B.A. (Hons.) LL.B. Assistant Secretary in the Central Office of the Life Insurance Corporation appeared on behalf of the Employers and Sarvashri M. R. Desai, Vice-President, T. N. Krishnan, Joint Secretary and V. C. Gopalkrishnan, Treasurer appeared on behalf of the workmen.

11. Both parties have given pursis at Ex.2/EW before this Tribunal. It is as follows:—

"Parties to this reference hereby agree to withdraw the reference as the dispute is settled in terms of the Award dated 13th July, 1970 given by the National Industrial Tribunal New Delhi under which the employees concerned in the above reference have been given the option to opt for the scales of pay etc. under the said Award."

12. Award in reference No. NIT-1 of 1969 before the National Industrial Tribunal, New Delhi has been published in the Gazette of India, Extraordinary, dated 22nd July, 1970 Part II, Section 3, Sub-Section (ii) page 1118. The relevant portion from this Award applicable to the employees in the present reference appearing on page 1124 clause IV is as follows:—

'OPTION TO EMPLOYEES WHO HAD OPTED FOR THE GRADES OF ERSTWHILE INSURERS—Employees who continue to be governed under the old scales of their erstwhile insurers will be allowed the option to come over to the new scales of Corporation. The fitting in of the basic pay of such employees shall be as under:—

The basic pay shall be fitted in the Corporation's scales (as at 1st September, 1956) as if they had not opted out for the old scales of their erstwhile insurers and their salaries shall be notionally fixed in the current scales of the Corporation as on the 31st March, 1969. Thereafter, they shall be fitted in in the new scales in accordance with the method of fixation mentioned under clause (b) of Item No. 1 above."

13 It appears that as the five employees involved in this reference are given option to come over to the new scales of the Corporation they will be automatically entitled to the interim relief awarded by the National Industrial Tribunal in its Award dated 23rd June, 1969. It means that their demand has been accepted and that no dispute between the parties now survives.

14. As the parties have informed that their dispute has been settled out of Court, I pass the following order:—

ORDER

- (i) As the parties have settled the dispute out of Court, no dispute now survives between them to be adjudicated by this Tribunal.

- (ii) Award is made accordingly
- (iii) No order as to costs.

(Sd) N. K. VANI,
Presiding Officer,
Central Government Industrial
Tribunal No. 2, Bombay.
1-9-1970.

[File No. 40/20/60-LR.I.]
U. MAHABALARAO, Dy. Secy.



